SUPREME COURT OF THE UNITED STATES.

No. 116.

THOMAS A. SNOW AND OLIVER PALMER, MANAGERS OF THE OCEAN TOWBOAT COMPANY, CLAIMANTS, AND OWNERS OF THE STEAM TOWBOAT "STAR," AND OLIVER PALMER, APPELLANTS,

v.

CHARLES HILL AND AL., OWNERS OF THE SHIP "OCEAN QUEEN," AND GEORGE LAW, MARSHALL O. ROBERTS, AND BOWES R. McILVAINE, TRUSTEES OF THE U. S. MAIL STEAMSHIP COMPANY, CLAIMANTS AND OWNERS OF THE STEAMSHIP "CRESCENT CITY."

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

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UNITED STATES OF AMERICA.

CIRCUIT COURT OF THE UNITED STATES, FOR THE FIFTH JUDICIAL CIRCUIT AND EASTERN DISTRICT OF THE STATE OF LOUISIANA.

CHARLES HILL et als., Owners of the Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY," and Towboat "STAR." } No. 2391.

Pleas and proceedings before the Hon. the Circuit Court of the United States for the Circuit and District aforesaid, at the April Term thereof, held at the City of New Orleans, on the 27th day of April, A.D. 1855.

Be it remembered, that heretofore, to wit, on the 7th day of November, A.D. 1854, came Charles Hill et als., owners of the Ship "Ocean Queen," libellants, by their proctors, Messrs. Hunton & Bradford, and the Ocean Towboat Company, claimants of the Towboat "Star," respondents and cross-libellants, by their proctors, Messrs. Benjamin & Finney, and filed in the Clerk's Office of the said Circuit Court the *transcript* of a record in the above-entitled cause, from the District Court of the United States for the Eastern District of Louisiana, which *transcript* is in words and figures as follows, viz.:

Transcript.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL et als., Owners of the Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY," and Towboat "STAR," } In Admiralty. No. 6824.

Libel filed 10*th November*, 1852.

Hunton & Bradford, Proctors.

To the Honorable the District Court of the United States in and for the Eastern District of Louisiana, in Admiralty sitting.

Charles Hill, who resides at Boston, State of Massachusetts, and Moses Davenport, Henry Sharf, and John Osgood, who reside at Newburyport in said Massachusetts, owners of the Ship "Ocean Queen," hereinafter mentioned, exhibit their Libel against the

Steamship "Crescent City," and the steam Towboat "Star," now lying in the port of New Orleans, in the District aforesaid, and within the admiralty and maritime jurisdiction of this Honorable Court, their engines, machines, boats, tackle, apparel, and furniture, and against all persons lawfully intervening for their interest therein, in a cause of collision, civil and maritime. And thereupon your libellants allege and articulately propound as follows:

1. That the said Ship "Ocean Queen," at the time when the cause of action hereinafter mentioned and set forth arose, was duly enrolled and registered, and lawfully engaged in commerce and navigation under the laws of the United States.

2. That on Friday, the 5th day of November, inst. (1852), the said Ship "Ocean Queen," being tight, stanch, and strong, well manned, tackled, apparelled, and appointed, and in all things duly furnished, which were necessary for her intended voyage, left the port of New Orleans on a voyage to Liverpool, England, with a full cargo of cotton on board, say 2,870 bales of cotton.

3. That on said Friday, the 5th Nov. inst., at about 9½ o'clock P. M., in said port of New Orleans, the aforesaid Towboat Star took the said Ship "Ocean Queen" in tow, on the larboard side, and having also taken in tow the Ship "Charles and Jane" on the starboard side, and a brig in tow, astern, left the port of New Orleans, and proceeded on the voyage down the River Mississippi for the Balize.

That during the said voyage, viz., at about 12 midnight of said 5th Nov. inst., and when about 20 miles below the City of New Orleans, the aforesaid Steamship "Crescent City," then ascending the river, came in collision with said Ship "Ocean Queen," while in tow of the Star as aforesaid, the "Crescent City" striking the "Ocean Queen" on her larboard bow, cutting her to the bends, breaking the planking, timbers, and knees, and generally wrenching and straining the said ship, so as completely to disable her from the prosecution of her said voyage, and to compel her to return to the City of New Orleans to refit.

That the said Ship "Ocean Queen" is now in the port of New Orleans discharging her cargo, and preparing to undergo the necessary repairs, and that the damages caused to libellants by the collision aforesaid, for the cost of repairs, expenses, and demurrage, amount to the full sum of $25,000.

4. That the said "Ocean Queen" was in all things duly provided as aforesaid for her intended voyage, and that in everything appertaining to the duty of the officers and crew of said ship every diligence was observed, and that the collision aforesaid was occasioned wholly by the fault and negligence of the said Steamship "Crescent City," and the Towboat "Star," and the respective crews thereof.

5. That the said collision occurred in the River Mississippi, where the tide ebbs and flows, and within the admiralty and maritime jurisdiction of this Honorable Court.

6. That all and singular the premises are true, in vindication whereof, if denied, libellants crave leave to refer to the proofs to be hereafter furnished.

7. That by the laws and usages of the Admiralty, libellants have a lien and privilege on the said "Crescent City," and the said "Star" jointly and severally for the aforesaid sum of $25,000.

Wherefore, all and singular the premises being considered, your libellants pray that process in due form may issue against the said Steamship "Crescent City" and said Towboat "Star," their engines, machinery, boats, tackle, apparel, and furniture—that this honorable Court will pronounce for the damages aforesaid, and decree the same to be paid jointly and severally by the said "Crescent City" and "Star," viz:—$25,000, with interest and all costs, and for all such other and further aid, relief, and redress, as to right and justice may appertain, and this Court may be competent to grant.

HUNTON & BRADFORD,
Proctors.

Richard Matthews, being duly sworn, saith that he is the master of the Ship "Ocean Queen," and the duly authorized agent of the owners of said ship, the libellants herein, who are now absent from the State of Louisiana, and that to the best of his knowledge and belief all the allegations of the foregoing libel are true and correct.

RICHARD MATTHEWS.

Sworn to, and subscribed at New Orleans, this 10th of November, 1852, before

ROBERT M. LUSHER,
D'y Clerk.

Judge absent. Process ordered out by N. R. Jennings, Clerk; by Robert M. Lusher, Deputy Clerk, 10th November, 6 P. M.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL, and other owners of the Ship "OCEAN QUEEN,"
v.
The Steamship "CRESCENT CITY," and Towboat "STAR."
} In Admiralty. No. 6824.

Admiralty Warrant v. *Steamship "Crescent City."*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or to his lawful Deputy, greeting:

You are hereby commanded, forthwith to seize and into your possession take, the Steamship "Crescent City," and the Towboat

"Star," their engines, machinery, boats, &c. &c., now libelled by Charles Hill and others, owners of the Ship "Ocean Queen," in a cause of collision, civil and maritime (claiming $25,000 of said boats, jointly and severally), in the District Court of the United States for the Eastern District of Louisiana; that you do cite and admonish the owner or owners, and all and every other person or persons having, or pretending to have, any right, title, or interest, in or to the same, to be and appear before a District Court of the United States, for the District aforesaid, to be holden at the City of New Orleans, on or before the third Monday from the service hereof, to show cause, if any they have or can, why the said Steamship "Crescent City," and Towboat "Star," &c. &c., should not be condemned and sold agreeably to the prayer of the libellants; and how you have executed this warrant that you make return according to law.

[SEAL.] Witness, the Honorable T. H. McCaleb, Judge of the said Court, this tenth day of November, 1852, and the seventy-seventh year of the Independence of the United States.

ROBT. M. LUSHER,
D'y Clerk.

Marshal's Return.

Received, November 10, 1852—and on the same day seized the Steamship "Crescent City," her engines, machinery, boats, tackle, apparel, and furniture, served Admiralty warrant on Wm. Smith, Purser, on board said vessel, gave notice, published monition, and in all respects complied with the law and the commands of this warrant, and returned into Court Nov. 12, 1852.

CHAS. A. LABUZAN,
D'y Marshal.

LUSHER,
D'y Clerk.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL, and other owners of the Ship "OCEAN QUEEN,"
v.
The Steamship "CRESCENT CITY," and Towboat "STAR."
} In Admiralty. No. 6824.

Admiralty Warrant v. *Towboat "Star."*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or to his lawful Deputy, greeting.

You are hereby commanded forthwith to seize, and into your possession take, the Towboat "Star," engines, machinery, tackle, ap-

parel, &c., together with the Steamship "Crescent City," &c., now libelled by Charles Hill, and other owners of the Ship "Ocean Queen," in a cause of collision, civil and maritime, claiming $25,000 damages, in the District Court of the United States, for the Eastern District of Louisiana, that you do cite and admonish the owner or owners, and all and every other person or persons having or pretending to have any right, title or interest in or to the same, to be and appear before a District Court of the United States, for the District aforesaid, to be holden at the City of New Orleans, on or before the third Monday from the service hereof, to show cause, if any they have or can, why the said Towboat "Star," &c., and Steamship "Crescent City," &c., should not be condemned and sold agreeably to the prayer of the libellants; and how you have executed this warrant that you make return according to law.

[SEAL.] Witness, the Honorable Theo. H. McCaleb, Judge of the said Court, this tenth day of November, 1852, and the seventy-seventh year of the Independence of the United States.

ROBT. M. LUSHER,
D'y Clerk.

Marshal's Return.

Received, November 11, 1852, and on the 13 Nov'r, 1852, seized the Steam Towboat "Star," her tackle, apparel, and furniture, machinery, and boat, at Algiers, gave notice, published monition, and in all respects complied with the law, and the commands of this warrant. Ret'd, Nov'r 16, 1852.

CHAS. A. LABUZAN,
D'y Marshal.
LUSHER,
D'y Clerk.

U. S. District Court, Eastern District of Louisiana.

CHAS. HILL and others, owners of the Ship "OCEAN QUEEN," *v.* Steamship "CRESCENT CITY." } In Admiralty. No. 6824.

Claim to and prayer for delivery of "Crescent City."

Filed 11th Nov'r, 1852.

To the Honorable the Judge of the District Court of the United States, within and for the Eastern District of Louisiana, in Admiralty sitting.

And now, the United States Mail Steamship Company, a body corporate under the laws of the State of New York, domiciliated within the City of New York, and State aforesaid, and legally represented by George Law, Marshall O. Roberts, and Bowes R. McIlvaine, all

of New York, trustees thereof, by their authorized agent and attorney in fact, in the City of New Orleans, James R. Jennings, intervening for their interest in the Steamship "Crescent City," appear before this Honorable Court, and for answer to the libel and complaint of Charles Hill and other owners of Ship "Ocean Queen," against the said steamship, her tackle, apparel, and furniture, and against all persons lawfully intervening for their interest therein, allege and propound:

That these respondents are the sole, true, and lawful owners of said Steamship Crescent City, now lying at the port of New Orleans.

That these respondents deny all and singular the allegations in said libel contained.

Wherefore, these respondents, reserving their right to answer further hereafter, pray that the said Steamship Crescent City be delivered to them, on their furnishing bail as by law required, and that this Honorable Court will pronounce against the libel aforesaid, and condemn the libellants in costs, and otherwise right and justice administer in the premises.

JAMES R. JENNINGS.
WILLIAM R. HUNT,
Proctor.

Sworn to and subscribed by J. R. Jennings, at New Orleans, this 11th Nov'r, 1852, before

ROB'T M. LUSHER,
D'y Clerk.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and others, owners of Ship "OCEAN QUEEN,"
v.
Steamboat "CRESCENT CITY," and Towboat "STAR."
} In Admiralty. No. 6824.

Bond of $25,000, *for* "*Crescent City.*"

Nov'r 11, 1852.

United States of America, Eastern District of Louisiana.

Know all men by these presents, that we, George Law, Marshall O. Roberts, and Bowes R. McIlvaine, of New York City, Trustees of the U. S. Mail Steamship Company of New York, by their agent and attorney in fact, Jos. R. Jennings, of New Orleans, claimants and owners of the Steamship "Crescent City," her engines, &c., &c., as principal, and Arnold Harris and Frederick Fisher, of New Orleans, as sureties, are held and firmly bound unto Charles Hill and others, owners of Ship "Ocean Queen," libellants, in the sum of twenty-five thousand dollars, lawful money of the United States, for

the payment whereof to the said Charles Hill and others, owners, &c., their heirs, executors, administrators, or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective hands and seals hereunto affixed by us, at New Orleans, this eleventh day of November, A. D. 1852.

Whereas, an Admiralty Warrant was lately issued out of the Honorable the District Court of the United States, for the Eastern District of Louisiana, at the suit of Charles Hill and others, owners of Ship "Ocean Queen," *v.* Steamship "Crescent City," and Towboat "Star," her tackle, apparel, and furniture, and numbered 6824 on the Docket of the said Court, commanding the Marshal to seize and take into his possession the said Steamship "Crescent City," which has been seized accordingly, but has been released from said seizure, and delivered to James R. Jennings, the agent and claimant of trustees thereof, the said James R. Jennings, agent aforesaid, at the time and by reason of the signing, sealing, and delivery of these Presents, filed a claim to the said Steamship "Crescent City," in the Clerk's Office of the said Court, and which claim is now of record.

Now the condition of the above obligation is such, that if the said claimant and sureties abide by all the orders, interlocutory or final of the Court, and pay the said libellants the amount awarded by the final decree rendered in the Court to which the process is returnable, or in any Appellate Court, then the foregoing obligation is to be void, but otherwise shall remain in full force and virtue.

(Signed), JAMES R. JENNINGS, [L. S.]
(Signed), ARNOLD HARRIS, [L. S.]
(Signed), F. FISHER. [L. S.]

Signed, sealed, and delivered, in the presence of
(Signed), A. LABURAN.

Agreement.

It is hereby agreed that the U. States Marshal deliver to the claimants in the above cause, the Steamship "Crescent City," on receiving bail from them in the sum of twenty-five thousand dollars, conditioned according to law.

New Orleans, 11th November, 1852.

RICH'D MATTHEWS.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and others, owners of The Ship "OCEAN QUEEN," *v.* Towboat "STAR." } In Admiralty. No. 6824.

Claim to Towboat "Star."

Filed 16th Nov'r, 1852.

And now comes into Court the "Ocean Towboat Company," a

body corporate under the laws of Louisiana, domiciliated at New Orleans, by Oliver Palmes, one of the managers thereof; and he the said Palmes, on oath deposes that the sole, true, and *bona fide* owner of said Steam Towboat "Star," seized in the above suit, is the said Company, represented by Thos. A. Snow and Oliver Palmes, affiant, the legal managers thereof.

Wherefore deponent prays that said Towboat "Star" be released from custody on his complying with the law in such cases provided.

OLIVER PALMES.

Sworn to and subscribed at New Orleans, this 16th Nov'r, 1852, before

ROB'T M. LUSHER,
D'y Clerk.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and others, owners of Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and Towboat "STAR."
} In Admiralty. No. 6824.

Bond of $25,000 *for Towboat "Star."*

United States of America, Eastern District of Louisiana.

Know all men by these presents, that we, Thomas A. Snow and Oliver Palmes, managers of the Ocean Towboat Company, by Oliver Palmes, one of said managers, of New Orleans, claimants and part owners of the Steam Towboat "Star," as principal, and Oliver Palmes as surety, are held and firmly bound unto Charles Hill and others, owners of Ship "Ocean Queen," libellants, in the sum of twenty-five thousand dollars, lawful money of the United States, for the payment whereof to the said Charles Hill and others, their heirs, executors, administrators or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective names and seals hereunto affixed by us, at New Orleans, this sixteenth day of November, A. D. 1852.

Whereas, an Admiralty Warrant was lately issued out of the Honorable the District Court of the United States, for the Eastern District of Louisiana, at the suit of Charles Hill and others, *v.* Steam Towboat "Star" and Steamship "Crescent City," her tackle, apparel, and furniture, and numbered 6824 on the docket of the said Court, commanding the Marshal to seize and take into his possession the said Steam Towboat "Star," which has been seized accordingly, but has been released from said seizure, and delivered to Oliver Palmes, one of the managers and part owner thereof, the said Oliver Palmes having at the time and by reason of the signing, sealing, and delivery of these presents, filed a claim to the said Steam Towboat

"Star," in the Clerk's Office of the said Court, and which claim is now of record.

Now the condition of the above obligation is such, that if the said claimants and sureties abide by all the orders, interlocutory or final, of the court, and pay the said libellants the amount awarded by the final decree, rendered in the court to which the process is returnable, or in any appellate court, then the foregoing obligation is to be void; but otherwise shall remain in full force and virtue.

PALMES & SNOW, [L. S.]
Managers.
by OLIVER PALMES.
OLIVER PALMES, [L. S.]

Signed, sealed, and delivered, in the presence of
(Signed) N. W. BULTER.

Approved by (Signed)
RICH'S MATTHEWS.

United States District Court, Eastern District of Louisiana:

CHARLES HILL and Others, owners of the ship "OCEAN QUEEN," *v.* The Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6824.

Separate claim and answer of the "Star."
Filed 29th November, 1852. Benjamin & Micou, Proctors.

The separate claim of the Ocean Towboat Company—a body corporate under the law—respectfully shows, that the Steam Towboat "Star," libelled and seized herein, together with her machinery, apparel, furniture, &c., is the property of said Company, and of none other.

THOMAS A. SNOW.

Sworn to by Thomas A. Snow, one of the members and managers of said Company, this Nov. 30th, 1852, before
ROBT. M. LUSHER,
Dy. Clerk.

Answer.

And the separate answer of the said Ocean Towboat Company to the libel herein filed, respectfully alleges and articulately propounds:

1. That it is true, as alleged in said libel, that a collision occurred between the Steamship "Crescent City" and the said "Ocean Queen," while in tow of the said Steam Towboat "Star," at or about the time named in said libel, but all and singular the remaining allegations and charges in said libel contained, these respondents deny.

2. That the said collision did not occur from any fault or negligence of the said Steam Towboat "Star," her officers or crew, but solely through the fault, negligence, and mismanagement of the said steamship "Crescent City," and her officers and crew.

3. That the said Towboat "Star" was descending the river in the proper and usual course, near the middle of the stream, and that the collision occurred only in consequence of the said steamship having left her proper course and having run across the track of the river, and across the track of the tow.

4. That the bells of the said Towboat "Star" were rung, her engines stopped and the steamship hailed, and every other effort was made which was possible to avoid collision.

Wherefore respondents say that they are not liable, nor is the said boat, her tackle, &c., to the demand of said libellants, and pray that their said demand be dismissed.

BENJAMIN & MICOU,
By CHAS. A. TAYLOR,
Proctors for Respondents.

United States District Court, Eastern District of Louisiana:

CHAS. HILL and Others, owners of the Ship "OCEAN QUEEN,"
v.
The Steamship "CRESCENT CITY" and Towboat "STAR."
} In Admiralty. No. 6824.

Answer of the "Crescent City."

Filed Dec. 23d, 1853. William H. Hunt, Proctor for Respondents.

To the Honorable the District Court of the United States in and for the Eastern District of Louisiana, in Admiralty sitting:

The answer of the United States Mail Steamship Company, a body corporate under the laws of the State of New York, through James R. Jennings, their agent and attorney in fact, residing in the City of New Orleans, to the libel of Charles Hill of Boston, and of Moses Davenport, Henry Shoaf, and John Osgood of Newburyport, answers and alleges, as follows:

1st. That these respondents are ignorant of the matters contained in the first and second articles of the said libel; and as to the matters contained in the third, fourth, sixth and seventh articles of said libel, they have no personal knowledge, but have understood and believe that the same are falsely alleged, and that the truth is as is hereinafter alleged.

2d. That on or about the 6th November, 1852, the said Steamship "Crescent City," in the prosecution of a voyage she was then making to the port of New Orleans, was proceeding up the Mississippi River, to the said port, and was at a point in said river just below the En-

glish Turn, about twenty miles below New Orleans, when, at about 12 o'clock in the night, the pilot and crew of said Steamship "Crescent City," discovered a towboat, which proved afterwards to be the Towboat "Star," with the Ship "Ocean Queen," and two other vessels, in tow a short distance in front of the "Crescent City," and close to the eastern bank of said river; that there was not sufficient room for the "Crescent City" to pass between said towboat and her tow and the said bank, and that the said Ship "Ocean Queen," and the said Towboat "Star," were out of the usual and proper position for vessels descending said river, and the "Crescent City" was in her position. That the said Ship "Ocean Queen," had not a light set in her rigging on deck or elsewhere visible to those on board the "Crescent City." That the said Towboat "Star," failed to ring her bell, and stop her engines, and float, at the time and in the manner pointed out by law, to intimate her course; that the "Crescent City" had slowed her engines on approaching said towboat and her tow, and receiving no signal that said towboat was descending the river with said Ship "Ocean Queen," and the other vessels in tow, put the helm of the "Crescent City" to the starboard, so as to pass outside of and clear of said towboat and her tow. That at this time said towboat with her tow was heading out towards the western bank of the river, and as they approached the "Crescent City," her engines were stopped and then backed, and were still backing when the said Ship "Ocean Queen," and said Towboat "Star," ran into and foul of the "Crescent City," the larboard bow of said Ship "Ocean Queen" striking the starboard bow of the "Crescent City," about 12 feet from her stem, and causing great damage thereby, to the said steamship.

3d. That the pilot and officers and crew of the "Crescent City," were skilful and careful and competent persons, and managed said steamship with the greatest care and skill on said night, and took every possible precaution to prevent the occurrence of any accident, and that the collision aforesaid was occasioned by the great negligence and want of care in the officers and pilot and crew of said Towboat "Star," and said "Ocean Queen," in not keeping in their proper position in the river, and in not ringing their bell and stopping their engines, and floating on the river at a proper time, and in the officers and crew of the "Ocean Queen," in not having lights on deck, so that the ship could be discerned at a distance, and that it was not occasioned by any fault and negligence of said Steamship "Crescent City," as is falsely alleged in the 11th article of said libel, and that the owners of said Steamship "Crescent City," are not therefore liable to pay the damages by the libellants sustained.

4th. That all and singular the premises are true, in verification whereof, if denied, the respondents crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore, respondents pray this Honorable Court would be

pleased to pronounce against the said libel, and otherwise right and justice to administer in the premises.

JAMES R. JENNINGS,
Agt. for Respondents.

WILLIAM H. HUNT,
Proctor.

James R. Jennings, being sworn, deposes that the allegations in the foregoing answer are true and correct; and that he is the agent of the respondents, as therein set forth.

JAMES R. JENNINGS.

Sworn to and subscribed to before me, this 21st December, 1853, in New Orleans.

D. C. LABATT,
U. S. Com'r.

Close of pleadings and process in No. 6824.

U. S. District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP CO., Owner of Steamship "CRESCENT CITY," v. Steam Towboat "STAR," and Ship "OCEAN QUEEN." } In Admiralty, No. 6826.

Libel.

(W. H. Hunt, Proctor.) Filed Nov. 16th, 1852.

To the Honorable Theodore H. McCaleb, Judge of the District Court of the United States within and for the Eastern District of Louisiana, in Admiralty sitting:

The libel and complaint of the United States Mail Steamship Company, a body corporate under the laws of the State of New York, and domiciliated within the City of New York, State aforesaid, in a cause of collision, civil and maritime, against the Ship "Ocean Queen," her tackle, apparel, and other furniture, and against the Steam Towboat "Star," her tackle, apparel, engines, machinery, and other furniture, and all persons lawfully intervening for their interest in the same, respectfully propounds:

That your libellants are now, and were at the time of the collision hereinafter set forth, the owners of the Steamship "Crescent City," whereof H. K. Davenport now is or lately was master, her engines and machinery, tackle, apparel, and other furniture.

That the [illegible] "Ocean Queen" and the Steam Towboat "Star," both now ly[illegible]n in the port of New Orleans, where the tide ebbs and flows, and within the admiralty and maritime jurisdiction of this Honorable Court, are jointly and severally indebted unto your libellants in the sum of twenty-five thousand dollars for this, to wit:

That on or about the 6th of November, 1852, said Steamship

"Crescent City" was in the prosecution of her voyage from the port of New York, via Havana, to the port of New Orleans, and that your libellants then were the owners of said steamship, and said Davenport then was and now is master thereof.

That the said Steamship "Crescent City" arrived in the Mississippi River, and was proceeding up the said river to her port of destination, being tight, stanch, and strong, well-manned, tackled, apparelled, and appointed, and having the usual complement of officers and men, the officers and crew engaged on board being on the look out for the protection and safety of said steamship.

That said Steamship "Crescent City" had reached that bend in said river commonly called the English Turn, about 20 miles below said port of New Orleans, at about 12 o'clock at night, at the date aforesaid, within the ebb and flow of the tide, and within the admiralty and maritime jurisdiction of this Honorable Court, and that whilst standing up said river at said bend or near unto, and whilst near the east bank thereof, in conformity with the established usage of vessels ascending the same, being under the guidance and pilotage of a skilful and experienced pilot, said Steamship "Crescent City" suddenly came in sight of the said Towboat "Star," having the said Ship "Ocean Queen" made fast to her larboard side, in tow, and having two other vessels made fast to her, also in tow, the said Towboat "Star," with all of said vessels, descending the said river with great rapidity, by the aid of the current, and a full head of steam.

That the said Towboat "Star," with her said tow, was then hugging the east bank of said river, in violation of the established usage for vessels descending said river at said bend, and that there was not sufficient room between the said Ship "Ocean Queen," made fast to the larboard side of said Towboat "Star" as aforesaid, and the shore for the said Steamship "Crescent City" to pass by them.

That upon nearing the said towboat and her said tow, the engines of said Steamship "Crescent City" were immediately slowed and then stopped, and that the wheels of said steamship were immediately backed in order to prevent her coming in collision with the said towboat and said Ship "Ocean Queen;" that the said towboat neglected to back her wheels, and to stop her engines, and to keep out into the stream, and away from and clear of the said Steamship "Crescent City;" and that said Ship "Ocean Queen" also neglected to keep out into the stream, and to pursue a safe and proper course, all which they had tide and time enough to do, and ought to have done, and might with great ease and safety have done; that, notwithstanding, the said Steamship "Crescent City" was then backing her wheels, and using her best efforts to get out of the way of said Towboat "Star" and said Ship "Ocean Queen," and notwithstanding there was not room sufficient for the said Steamship "Crescent City" to pass on in her proper course; and notwithstanding the

said Towboat "Star" and the said Ship "Ocean Queen" were not in the usual and proper and safe course for vessels and craft descending said river at the said Turn, the said Towboat "Star" and the said Ship "Ocean Queen" kept on their course with the current and steam, and ran the said Ship "Ocean Queen" and the said Towboat "Star" into and foul of said Steamship "Crescent City," staving in her starboard bow above the shear plank by the bowsprit or cathead, tearing up the forecastle deck, making another hole below the shear plank, carrying away the stem, which started the deck in part, and forecastle, and otherwise, greatly damaging the said Steamship "Crescent City."

That at the time the said damage was occasioned, it was impossible for said Steamship "Crescent City" to get out of the way of said towboat and said Ship "Ocean Queen," and that there was room enough for the said towboat and said Ship "Ocean Queen" to steer clear of said Steamship "Crescent City," but that through the gross negligence, want of skill, and carelessness of the officers and crews of said Ship "Ocean Queen" and of said Towboat "Star," said damages were caused.

That the said Steamship "Crescent City" was, at the time of the collision aforesaid, a packet in a line of steamships making regular trips at stated periods between the cities of New Orleans and New York, via Havana, and carrying the United States mails on said route; and that her services were particularly valuable to her said owners; and that she was so disabled and injured by the great violence and force with which she was struck by the said Ship "Ocean Queen" and the said Towboat "Star," as to require that she should postpone her departure on her voyage back to New York via Havana for one day beyond the date for which she was advertised to leave the port of New Orleans, and which said date was the regular date of her departure in the line. And that your libellants, in consequence of said Steamship "Crescent City" having been run foul of as aforesaid, have sustained damages for her repairs, for her loss of time, for expenses of her officers and crew, and otherwise to the amount of twenty-five thousand dollars.

That said collision occurred in the Mississippi River, where the tide ebbs and flows, and within the admiralty and maritime jurisdiction of this Honorable Court.

That all and singular the premises are true; and that by the laws and usages of admiralty your libellants have a lien on said Towboat "Star" and said Ship "Ocean Queen," jointly and severally for said sum of $25,000.

Wherefore your libellants pray that process in due form of law, according to the course of this Honorable Court in cases of admiralty and maritime jurisdiction, may issue against said Towboat "Star," her tackle, apparel, engines, and machinery, and other furniture, and against said Ship "Ocean Queen," her tackle, apparel,

and furniture; and that all persons having any interest therein may be cited to appear and answer all and singular the matters aforesaid, and this Honorable Court decree the payment of the damages as aforesaid, and that the said Towboat "Star" and the said Ship "Ocean Queen" may be condemned and sold to pay the same, and that the libellants have such other and further relief as in law and justice they may be entitled to receive.

WILLIAM H. HUNT,
Proctor.

J. R. Jennings, being sworn, deposes that he is the authorized agent of the libellants in the above case; that they reside out of the state, and are absent therefrom; and that all the allegations of the foregoing libel are correct and true, to the best of the knowledge of deponent.

JAMES R. JENNINGS.

Sworn to and subscribed before me, this 16th day of Nov. 1852.
N. R. JENNINGS,
Clerk.

U. S. District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP CO., owner of Steamship "CRESCENT CITY,"
v.
Steam Towboat "STAR," and Ship "OCEAN QUEEN."
} In Admiralty. No. 6826.

Admiralty Warrants v. *Towboat "Star."*

The President of the United States of America, to the Marshal of the Eastern District of Louisiana, or to his lawful deputy, greeting:

You are hereby commanded, forthwith, to seize, and into your possession take, the Towboat "Star;" her tackle, apparel, engines, and machinery, and other furniture, now libelled (with the Ship "Ocean Queen," &c.,) by the U. S. Mail Steamship Company of New York, owner of the Steamship "Crescent City," in a cause of collision, civil and maritime, claiming $25,000, in the District Court of the United States, for the Eastern District of Louisiana; that you do cite and admonish the owner or owners, and all and every other person or persons, having or pretending to have, any right, title, or interest in or to the same, to be and appear before a District Court of the United States, for the district aforesaid, to be holden at the City of New Orleans, on or before the third Monday from to service hereof, to show cause, if any they have or can, why the said Towboat "Star," her tackle, apparel, furniture, &c., should not be condemned jointly and severally with the said Ship "Ocean Queen," &c., for the satisfaction of said claim, agreeably to the prayer of the libellants, and how you have executed this warrant that you make return according to law.

[SEAL.] Witness, the Honorable Theo. H. McCaleb, Judge of the said Court, this seventeenth day of November, 1852, and the seventy-seventh year of the Independence of the United States.

ROBERT M. LUSHER,
D'y Clerk.

Marshal's Return.

Received, November 17th, 1852, and on the same day seized Steam Towboat "Star," her tackle, apparel, and furniture, gave notice, published monition, and in all respects complied with the law and the command of this warrant. Returned, Nov. 18, 1852.

CHARLES A. LABUZAN,
D'y Marshal.

—— LUSHER,
D'y Clerk.

U. S. District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP CO., owner of Steamship "CRESCENT CITY,"
v.
Steam Towboat "STAR," and Ship "OCEAN QUEEN." } In Admiralty. No. 6826.

Admiralty Warrant v. *Ship "Ocean Queen."*

The President of the United States of America, to the Marshal of the Eastern District of Louisiana, or to his lawful deputy, greeting:

You are hereby commanded, forthwith, to seize, and into your possession take, the Ship "Ocean Queen," her tackle, apparel, and furniture, now libelled (with the Steam Towboat "Star," &c. &c.) by the U. S. Mail Steamship Co., of New York, owner of the Steamship "Crescent City," in a cause of collision, civil and maritime, claiming $25,000, in the District Court of the United States, for the Eastern District of Louisiana; that you do cite and admonish the owner or owners, and all and every other person or persons, having or pretending to have, any right, title, or interest in or to the same, to be and appear before a District Court of the United States for the district aforesaid, to be holden at the City of New Orleans, on or before the third Monday from the service hereof, to show cause, if any they have or can, why the said Ship "Ocean Queen," &c. &c. should not be condemned jointly and severally with the said Towboat "Star," for the satisfaction of said claim, agreeably to the prayer of the libellant; and how you have executed this warrant that you make return according to law.

[SEAL.] Witness the Honorable Theo. H. McCaleb, Judge of the said Court, this 17th day of November, 1852, and the 77th year of the Independence of the United States.

ROB'T M. LUSHER,
D'y Clerk.

Marshal's Return.

Received, November 17th, 1852, and on the same day seized the "Ocean Queen," her tackle, apparel, and furniture, at Algiers; gave notice, published monition, and in all respects complied with the law and the command of this warrant.

Returned into Court.

CHA'S A. LABUZAN,
D'y Marshal.

U. S. District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP Co., Owner of Steamship "CRESCENT CITY," *v.* Steam Towboat "STAR" and Ship "OCEAN QUEEN." } In Admiralty. No. 6826.

Claim to Towboat "Star."

Filed, 18th November, 1852.

And now comes into Court Oliver Palmes, claiming the Towboat "Star," seized in the above suit, and on oath deposes, that the sole, true, and bona fide owner of said towboat is the "Ocean Towboat Company," a body corporate under the laws of Louisiana, and domiciliated at New Orleans, and represented herein by Thomas A. Snow, and Oliver Palmes, affiant, the legal managers thereof, and that affiant is duly authorized, as manager aforesaid, to claim and receive the said Towboat "Star," on the part of her said owner.

Wherefore, affiant prays that the said Towboat "Star" be released from custody on his executing bond, and complying with the law in the premises.

OLIVER PALMES.

Sworn to, and subscribed at New Orleans, this 18th day of Nov., 1852, before me.

ROB'T M. LUSHER,
D'y Clerk.

U. S. District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP Co., Owner of Steamship "CRESCENT CITY," *v.* Steam Towboat "STAR" and Ship "OCEAN QUEEN." } In Admiralty. No. 6826.

Bond of $25,000 *for Towboat "Star."*

November 18, 1852.

United States of America, Eastern District of Louisiana.

Know all men by these presents, that we, Thomas A. Snow and Oliver Palmes, managers of the Ocean Towboat Company of New

Orleans, by Oliver Palmes, one of the said managers of the said Ocean Towboat Company of New Orleans, claimants and part owners of the Steam Towboat "Star," as principals, and Oliver Palmes and Thomas A. Snow, John McClean and G. Gliddon, of New Orleans, as sureties, are held and firmly bound unto the U. S. Mail Steamship Company, owners of the Steamship "Crescent City," libellants, in the sum of twenty-five thousand dollars, lawful money of the United States, for the payment whereof to the said U. S. Mail Steamship Company, their heirs, executors, administrators, or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective names and seals hereunto affixed by us, at New Orleans, this eighteenth day of November, A.D. 1852.

Whereas, an Admiralty Warrant was lately issued out of the Honorable the District Court of the United States for the Eastern District of Louisiana, at the suit of the U. S. Mail Steamship Company of New York, owners of the Steamship "Crescent City," *v.* Steam Towboat "Star," her tackle, apparel, and furniture, and numbered 6828 on the docket of the said Court, commanding the marshal to seize and take into his possession the Steam Towboat "Star," which has been seized accordingly, but has been released from said seizure, and delivered to Oliver Palmes, one of the managers of said Company, and part owner thereof, the said Oliver Palmes having, at the time, and by reason of the signing, sealing, and delivery of these presents, filed a claim to the said Steam Towboat "Star," in the Clerk's Office of the said Court, and which claim is now of record.

Now, the condition of the above obligation is such, that if the said claimant and sureties abide by all the orders, interlocutory or final, of the Court, and pay the said libellants the amount awarded by the final decree rendered in the Court to which the process is returnable, or in any appellate Court, then the foregoing obligations to be void, but otherwise shall remain in full force and virtue.

PALMES & SNOW, [L. S.]
Managers of Ocean Towboat Co.
OLIVER PALMES, [L. S.]
THOMAS A. SNOW, [L. S.]
JOHN McCLEAN, [L. S.]
GEO. GLIDDON, [L. S.]

Signed, sealed, and delivered in presence of
A. W. BUTLER.

U. S. District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP CO., Owner of Steamship "CRESCENT CITY," v. Ship "OCEAN QUEEN," and Towboat "STAR." } In Admiralty. No. 6826.

Claim to Ship "Ocean Queen."

Filed 17th Nov'r, 1852.

And now comes into Court, Richard Matthews, actual master of said Ship "Ocean Queen," and bailee for the owners thereof, and on oath deposes, that Charles Hill, of Boston, Moses Davenport, John Osgood, and Henry Shoaf, of Newburyport, Mass., are the sole, true, and bona fide owners of said Ship "Ocean Queen," &c., and that no other person is the owner thereof, and that affiant is duly authorized to bail said ship for said owners, none of whom are within the jurisdiction of this Court.

Wherefore, deponent prays to be allowed to bond said vessel, and secure her release conformably to the law.

RICH'D MATTHEWS.

Sworn to and subscribed this 17th November, 1852, before

ROB'T M. LUSHER,
D'y Clerk.

U. S. District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP CO., Owner of Steamship "CRESCENT CITY," v. Steam Towboat "STAR" and Ship "OCEAN QUEEN." } In Admiralty. No. 6826.

Bond of $25,000, *for Ship "Ocean Queen."*

December 11, 1852.

United States of America, Eastern District of Louisiana.

Know all men by these presents, that we, Richard Matthews, master and bailee for Charles Hill, of Boston, Moses Davenport, John Osgood, and Henry Shoaf, of Newburyport, Mass., owners, claimants, and sole, true, and bona fide owners of the Ship "Ocean Queen," as principals, and R. R. Sumner, Oliver Palmes, of New Orleans, as sureties, are held and firmly bound unto the U. S. Mail Steamship Company, libellants, in the sum of twenty-five thousand dollars, lawful money of the United States, for the payment whereof to the said U. S. Mail Steamship Company, their heirs, administrators, or assigns, we jointly and severally bind ourselves, our heirs,

executors, and administrators, firmly by these presents. Witness our respective names and seals hereunto affixed by us, at New Orleans, this eleventh day of December, A. D. 1852.

Whereas, an Admiralty Warrant was lately issued out of the Honorable the District Court of the United States for the Eastern District of Louisiana, at the suit of the United States Mail Steamship Company *v.* Ship "Ocean Queen," her tackle, apparel, and furniture, and numbered 6826 on the docket of the said Court, commanding the marshal to seize and take into his possession the Ship "Ocean Queen," which has been seized accordingly, but has been released from said seizure and delivered to Richard Matthews, the master and bailee for the owners thereof, the said Richard Matthews, master, &c., at the time and by reason of the signing, sealing, and delivery of these presents, filed a claim to the said Ship "Ocean Queen," in the clerk's office of the said Court, and which claim is now of record.

Now the condition of the above obligation is such that if the said claimant and sureties abide by all the orders, interlocutory or final, of the Court, and pay the said libellants the amount awarded by the final decree rendered in the Court to which the process is returnable, or in Appellate Court, then the foregoing obligation is to be void, but otherwise shall remain in full force and virtue.

RICHARD MATTHEWS, [L. S.]
R. B. SUMNER, [L. S.]
OLIVER PALMES. [L. S.]

Signed, sealed, and delivered in the presence of
CHARLES A. LABUZAN.

United States District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP CO., Owner of Steamship "CRESCENT CITY," *v.* Steam Towboat "STAR" and Ship "OCEAN QUEEN." } In Admiralty. No. 6826.

Claim and Answer of Towboat "Star."

Filed 29th November, 1852.

The separate claim of the Ocean Towboat Company, a body corporate under the law, respectfully shows, that the Steam Towboat "Star," libelled and seized herein, together with her machinery, apparel, furniture, &c., is the property of said Company and of none other.

THOMAS A. SNOW.

Sworn to by Thomas A. Snow, one of the members and managers of said Company, before

ROBERT M. LUSHER,
D'y Clerk.

November 30, 1852.

And the separate answer of the said Ocean Towboat Company to the libel herein filed, respectfully alleges, and articulately propounds.

1st. That it is true, as alleged in said libel, that a collision occurred between the Steamship "Crescent City," and the said Ship "Ocean Queen," while in tow of the said Steam Towboat "Star," at or about the time named in said libel: but all and singular the remaining allegations and charges in said libel contained, these respondents deny.

2d. That the said collision did not occur from any fault or negligence of the said Steam Towboat "Star," her officers or crew, but solely through the fault, negligence, and mismanagement of the said Steamship "Crescent City," her officers and crew.

3d. That the said Towboat "Star" was descending the river in the proper and usual course, near the middle of the stream, and that the collision occurred only in consequence of the said steamship having left her proper course, and having run across the river, and across the track of the tow.

4th. That the bells of the said Towboat "Star" were rung, her engines stopped, and the steamship hailed, and every other effort was made which was possible on her part at the time to avoid collision, though without success, but that no effort whatever was made on the part of the "Crescent City" to avoid said collision.

5th. That these respondents have instituted a separate action against the said "Crescent City" and her owners, to recover the damages by respondents incurred in consequence of said collision—all the benefit of which they reserve to themselves in filing this answer.

Wherefore, respondents say that they are not liable, nor is the said boat, her tackle, &c., to the demand of said libellant, and pray that their said demand be dismissed.

BENJAMIN & MICOU,
By CHARLES A. TAYLOR,
Proctors for Respondents.

U. S. District Court, Eastern District of Louisiana.

U. S. Mail Steamship Co.,
Owner of Steamship "Crescent City,"
v.
Ship "Ocean Queen," and Towboat "Star."
} In Admiralty. No. 6826.

Supp'l and Amend'y Libel of U. S. Mail Steamship Co.
Filed December 30th, 1853.

To the Hon. Theo. H. McCaleb, Judge of the District Court of

the United States, in and for the Eastern District of Louisiana, in Admiralty sitting.

The supplemental and amendatory libel of the United States Mail Steamship Company, through James R. Jennings, their agent and attorney in fact, against the Steam Towboat "Star" and the Ship "Ocean Queen," their tackle, &c., and against all persons intervening, &c., alleges and propounds, as follows.

That just previous to the collision already described, when the Steamship "Crescent City" was coming up the river in the sketch of the same called the English Turn, the said steamship was hugging the eastern bank of said river.

That the said Towboat "Star" and the Ship "Ocean Queen" were close into the said bank and out of the proper and usual place for vessels descending said river at that place.

That there was no signal given by said towboat or said "Ocean Queen," by the ringing of bells, to indicate her course, or by sufficient lights to be visible to the said steamship, or by stopping her engines and floating as by law and usage required; that said towboat and her tow were descending the river.

That there was not sufficient room for said steamship to pass between said Ship "Ocean Queen" and the bank of the river, with prudence and safety, and that the engines of the "Crescent City" were slowed, and her bow was then put to the larboard, so as to pass outside of said towboat.

That as soon as it was discovered by the pilot and persons in charge of the "Crescent City" that the said towboat and her tow kept approaching the "Crescent City" and were about to come in collision with her, they stopped and backed their wheels to prevent the same.

And that said collision might have been prevented if said towboat and the Ship "Ocean Queen" had in due season backed their wheels, or complied with their other duties in the management and control and lighting of said vessels, and in ringing their bells and floating on the river, as they had time enough and ought to have done.

WILLIAM H. HUNT,
Proctor.

James R. Jennings, being sworn, deposes, that all the allegations in the foregoing supplemental and amendatory libel are true, and that he is the agent of the libellants as therein set forth.

JAMES R. JENNINGS.

Sworn to and subscribed before me, this 29th day of December, 1853.

W. O. DENEGRE,
U. S. Commissioner.

U. S. District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP CO., Owner of Steamship "CRESCENT CITY," v. Steam Towboat "STAR" and Ship "OCEAN QUEEN." } In Admiralty. No. 6826.

Claim and Answer of Ship "Ocean Queen."

Filed, December 31st, 1853.

The separate claim of Charles Hill, of Boston, Massachusetts, and Moses Davenport, Henry Shoaff, and John Osgood, of Newburyport, Massachusetts, respectfully shows, that they are the sole owners of the said Ship "Ocean Queen" libelled and seized herein.

And for their separate answer herein, these claimants and respondents deny generally all the allegations of said libellants, tending to charge these respondents as in any way liable or responsible in damages to the said libellants.

And further answering, respondents aver that at the time of the collision to, the said Ship "Ocean Queen" was descending the River Mississippi in tow of the Steam Towboat "Star;" that the said ship sustained damages in consequence of and through said collision to the full amount of $25,000; that *that* for the recovery of said amount, respondents have instituted their separate action against said Towboat "Star" and the Steamship "Crescent City," which action is now pending in this honorable Court, and the benefits of which respondents reserve in filing this answer.

Wherefore, respondents pray to be dismissed with all costs, and for general aid and relief.

HUNTER & BRADFORD,
Proctors.

(Affidavit waived.)

WILLIAM H. HUNT,
Proctor for Libellants.

Close of pleadings and process in No. 6826.

U. S. District Court, Eastern District of Louisiana.

OCEAN TOWBOAT COMPANY, v. Steamship "CRESCENT CITY." } In Admiralty. No. 6826.

Libel.

Benjamin & Micou, Proctors. Filed, 30th November, 1852.

To the Honorable the District Court of the United States, in and for the Eastern District of Louisiana, in Admiralty sitting.

The Ocean Towboat Company, a body corporate under the laws of

Louisiana, whose charter is contained in an Act of Association, passed before Theodore Guyal, Notary Public, of date the 21st June, 1850, and was confirmed by due proceedings and decree of the Second District Court of New Orleans; the said Corporation being owner of the Steamboat "Star," exhibit this their libel against Steamship "Crescent City," now lying in the port of New Orleans, in the second district, and within the admiralty and maritime jurisdiction of this honorable Court, her engine, machinery, tackle, apparel, and furniture, and against all persons lawfully intervening for their interest herein, in a cause of collision, civil and maritime.

And thereupon your libellants allege and articulately propound—

1st. That the said Steam Towboat "Star" is the property of your libellants, and at the time of the cause of action hereinafter set forth was duly enrolled and lawfully engaged in the business of towing ships between New Orleans and the sea.

2. That, on Friday, the 5th of November inst., the said Towboat "Star," being stanch, strong, well manned, apparelled, and equipped, left the port of New Orleans with the Ship "Ocean Queen" and other vessels in tow, bound to the Gulf of Mexico, to which the said towboat was engaged to tow the said vessels.

3. That while prosecuting the said voyage, to wit, at about eleven or twelve o'clock on the night of the day aforesaid, and while said towboat, with the other vessels, were passing near the English Turn in the Mississippi, the said Towboat "Star" keeping her proper course in the middle of the river, the said Steamship "Crescent City" then and there ascending the river on the larboard shore, when nearly abreast the said towboat, suddenly changed its course, and ran across the river, and ran into the said towboat and the said Ship "Ocean Queen" attached to the same.

4. That, so soon as the said steamship changed her course as aforesaid, the engine of the towboat was stopped, and the large bell was rung to give the alarm, and the mate of said boat hailed and shouted to the said steamship, and that every other means were used, on the part of the officers and crew of the said towboat, which were possible, under the circumstances, to avoid the collision.

5. That the said "Crescent City" was, at the time of collision, out of her proper course, having, without any sufficient reason, left the side of the river on which she had been running, and crossing the river improperly in the track of the said towboat; that her steam was not shut off nor her speed slackened, nor was any other effort used on her part, or that of her officers and crew, to avoid the said collision.

6. That said collision was not caused by any defect or carelessness, or fault or negligence of the said Towboat "Star," or her officers and crew, but wholly by the negligence and fault of the said Steamship "Crescent City," her officers and crew.

7. That after said collision the said steamship did not stop to

render its assistance, but kept in its course up the river to New Orleans; and

8. That by the said collision the said Towboat "Star" was badly injured and damaged, having eight of her beams broken off on one side, and four or five broken on the other side; her wheel-house, side-house, ladder and chimney broken, and received much other damage, which made it necessary to abandon the said voyage, return to port and repair before resuming her voyage, thus losing the profits of the towage of the ships there being towed down the river, and of other voyages of great profit for weeks after said accident, by all and singular of which damages and delays and expense of repairs, the said towboat and owners have sustained loss and injuries to the amount of three thousand dollars and upwards.

9. That by reason of the premises and the laws and rules of admiralty, the said steamship, her machinery, tackle, &c., and her owners, are justly bound and held to your libellants for the amount of said damages.

10. That said collision occurred, and said damages were sustained, within the ebb and flow of the tide, and within the admiralty and maritime jurisdiction of this court, and that your libellants have an admiralty lien and privilege on said steamship, her tackle, machinery, &c., for the aforesaid damages.

Wherefore, the premises being considered, your libellants pray that process may issue against said Steamship "Crescent City," her tackle, machinery, &c.; that this Honorable Court will pronounce for the damages aforesaid, and decree the same to be paid, together with all interest and costs; that the said steamship, her tackle, apparel, &c., be decreed to be sold in satisfaction of said demand, and they pray for all other relief, aid, redress, as to right and justice may appertain.

BENJAMIN & MICOU,
Proctors for Libellants.

Thomas A. Snow, one of the members of the "Ocean Towboat Company," libellants herein, on oath deposes that the facts and allegations set forth herein are true.

THOMAS A. SNOW.

Sworn to and subscribed at New Orleans, this 30th of November, 1852, before

ROBT. M. LUSHER,
Dy. Clerk.

United States District Court, Eastern District of Louisiana.

OCEAN TOWBOAT CO. v. Steamship "CRESCENT CITY," &c. } In Admiralty. No. 6828.

Admiralty Warrant v. *Steamship Crescent City.*

The President of the United States of America, to the Marshal of the Eastern District of Louisiana, or his lawful Deputy greeting:

You are hereby commanded forthwith to seize, and into your possession take, the Steamship Crescent City, &c. &c., now libelled by the Ocean Towboat Company, owners of the Towboat "Star," claiming "$3,000 and upwards," damages, in a cause of collision, civil and maritime, in the District Court of the United States for the Eastern District of Louisiana; that you do cite and admonish the owner or owners, and all and every other person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear before a District Court of the United States for the District aforesaid, to be holden at the City of New Orleans, on or before the third Monday from the service hereof, to show cause, if any they have or can, why the said Steamship "Crescent City," &c., should not be condemned for the payment of the damages aforesaid to the prayer of the libellant; and how you have executed this warrant that you make return according to law.

Witness the Honorable Theo. H. McCaleb, Judge of [SEAL.] the said Court, this 30th day of Nov., 1852, and the 77th year of the Independence of the United States.

ROBT. M. LUSHER,
Dy. Clerk.

Marshal's Return.

Received 30th November, 1852, and on the 21st December, 1852, ordered by Messrs. Benjamin & Micou, Proctors for libellants, to return this warrant into Court, together with the bond for $4,000 accepted by them, which bond together with this warrant returned into Court.

CHARLES A. LABUZAN,
Dy. Marshal.

United States District Court, Eastern District of Louisiana.

OCEAN TOWBOAT CO. v. Steamship CRESCENT CITY. } In Admiralty. No. 6828.

Bond of $4,000 *for* "*Crescent City.*"

Filed December 22d, 1852.

United States of America, Eastern District of Louisiana.

Know all men by these presents, that we, George Law, Marshal

O. Roberts, and Bowes R. McIlvaine, of New York City, Trustees of the U. S. Mail Steamship Company of New York, by their agent and attorney in fact, Jas. R. Jennings, of New Orleans, claimants and owners of the Steamship "Crescent City," her engines, &c., and Arnold Harris, of the City of New Orleans, as surety, are held and firmly bound unto the Ocean Towboat Company, libellant, in the sum of four thousand dollars, lawful money of the United States, for the payment whereof to the said Ocean Towboat Company, its heirs, executors, administrators or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective names and seals hereunto affixed by us, at New Orleans, this twentieth day of December, A. D. 1852.

Whereas, an Admiralty Warrant was lately issued out of the Honorable the District Court of the United States, for the District of Louisiana, at the suit of said Ocean Towboat Company *v.* the Steamship "Crescent City," her tackle, apparel, and furniture, and numbered 6828 on the docket of the said Court, commanding the Marshal to seize and take into his possession the Steamship "Crescent City," which has been released from said seizure, and left in possession of the owners by the consent of the libellants at the time, and by reason of the signing, sealing, and delivery of these presents, the said owners having filed a claim to the said Steamship "Crescent City," in the Clerk's Office of the said Court, and which claim is now of record.

Now, the condition of the above obligation is such, that if the said claimant and surety abide by all the orders, interlocutory or final, of the Court, and pay the said libellants the amount awarded by the final decree, rendered in the Court to which the process is returnable, or in any Appellate Court, then the foregoing obligation is to be void, but otherwise shall remain in full force and virtue.

JAMES R. JENNINGS, Agent. [L. S.]

ARNOLD HARRIS. [L. S.]

Signed, sealed, and delivered in the presence of

G. S. LAUGHLAND,
J. J. WICKES,
M. ABRAMS.

U. S. District Court, Eastern District of Louisiana.

OCEAN TOWBOAT CO. *v.* Steamship "CRESCENT CITY." } In Admiralty. No. 6828.

Answer of U. S. Mail Steamship Co.

Filed December 30th, 1853.

To the Honorable the Judge of the District Court of the United States, in and for the Eastern District of Louisiana, in Admiralty sitting.

The answer of the United States Mail Steamship Company, through James R. Jennings, their agent and attorney in fact, intervening for their interest in the Steamship "Crescent City," to the libel of the Ocean Towboat Company, respectfully propounds and replies:

1st. That respondents are ignorant of the matters alleged in the 1st and 8th articles of said libel, and as to those alleged in the 2d, 3d, 4th, 5th, 6th, 7th, 9th, and 10th, respondents have no personal knowledge, but believe the same are falsely stated, and that the truth is as hereafter alleged.

2d. That the Steamship "Crescent City," being in good order, and well manned and equipped, and having on board a competent and experienced pilot, was proceeding up the Mississippi River on the night of the 5th November, 1852, and just below the point of the English Turn, was near the east bank of said river, in her proper place; that perceiving a towboat with her tow, which proved afterwards to be the Towboat "Star," in the river, also close to the eastern bank of the river, and there being no sufficient opening for the said steamship to pass between the said towboat and tow and the eastern bank, and the said towboat and her tow not having sufficient lights to be visible to those on board the "Crescent City," and not ringing her bell to indicate her course, as she was bound by law to do, the engines of the said steamship were slowed, and her bow was turned to the larboard, so as to pass outside of and clear of said towboat and her tow; that so soon as it was discovered by the pilot and others on duty on the "Crescent City," that said towboat and her tow kept on their course, and were approaching the "Crescent City," and about to come in collision with her, they stopped their wheels, and backed, and did everything in their power to prevent a collision; but that notwithstanding all their precautions, the said Towboat "Star" and the Ship "Ocean Queen" were run into and foul of the "Crescent City," doing great damage to her, the larboard bow of the "Ocean Queen" coming in collision with the starboard bow of the "Crescent City."

3d. That the said accident was occasioned by the said towboat and her tow not having lights enough in their rigging and elsewhere aloft to be visible; by their not keeping in the proper position in the river for vessels descending the same, and by their being too close to the eastern bank thereof; by the said towboat not ringing her bell in due season to indicate her course, and floating on the river as she was bound by law and usage to do; and by her not backing her engines at the time of and previous to the said collision, which she had time enough to do, and ought to have done; and that whatever damage said towboat may have suffered was entirely caused by the negligence and want of care in those having charge of her.

4th. That all and singular the premises are true.

Wherefore respondents pray this Court to pronounce against the

libel aforesaid, and to condemn the libellants in costs, and otherwise law and justice to administer in the premises.

WILLIAM H. HUNT,
Proctor.

James R. Jennings, being sworn, deposes that all the allegations of the foregoing answer are true, and that he is the agent of the claimants as therein set forth.

JAMES R. JENNINGS.

Sworn to and subscribed before me this 29th day of December, A.D. 1853.

W. O. DENEGRE,
U. S. Commissioner.

United States District Court, Eastern District of Louisiana.

OCEAN TOWBOAT COMPANY, v. Steamship "CRESCENT CITY." } In Admiralty. Nos. 6824, 6826, 6828.

Stipulation respecting Testimony.

Filed 10th January, 1853.

It is agreed that all the depositions which have been taken in the suit of Charles Hill et al. *v.* The "Crescent City" and the Ocean Towboat Company's Boat "Star," in the presence of counsel in above cases, and all these that shall hereafter be taken, whether by commission or otherwise, in said case, shall be considered and used as if taken in these cases, the usual opportunity for cross-examination being of course allowed.

If the deposition of any witness be exceptionable on the ground of interest in one suit and not the others, the exception on that ground is reserved.

BENJAMIN & MICOU,
For Towboat "Star."
WILLIAM H. HUNT,
Proctor for "Crescent City."

New Orleans, Jan. 6, 1853.

United States District Court, Eastern District of Louisiana.

In Admiralty. Proceedings in Court. December Term, 1853. Stated Sessions. Monday, January 23d, 1854. The Court met at 10 A. M. Present, Hon. T. H. McCaleb.

CHARLES HILL and other Owners of Ship "OCEAN QUEEN," v. The Steamship "CRESCENT CITY" and Towboat "STAR." } No. 6824.

U. S. Mail Steamship Co.
v.
Towboat "Star" and Ship "Ocean Queen." } No. 6826.

Ocean Towboat Co.
v.
Steamship "Crescent City." } No. 6828.

These three causes, cumulated by the effect of the stipulation on file, touching the testimony taken therein, came regularly up for hearing to-day, the following proctors appearing: Edward A. Bradford, Esq., for the owners of the "Ocean Queen," libellants; Wm. C. Micou, Esq., for the owners of the Towboat "Star;" and Wm. H. Hunt, Esq., for the owners of the Steamship "Crescent City," respondents, &c.

The several and respective pleadings on file having been read, and a chart of the place of collision prepared by Mayor G. J. Beauregard, and marked O, laid before the Court, the "Ocean Queen," libellants, offered in evidence, and read—the question of the amount of damage sustained being reserved—the depositions on file, 1, of David G. Kelly; 2, of John Marsten and Henry Crowell; and 3, of Richard Matthews, each marked A; the owners of the Towboat "Star," respondents and libellants, offered in evidence, and read the depositions on file of, 1, Henry J. Whitney, Peter Curran, and Asa Payson; 2, Stephen Herriman, G. J. Beauregard, and Solomon Disney; 3, J. D. Young; and 4, John J. Davis, marked B; and the owners of the Steamship "Crescent City," respondents, &c., offered and read depositions, 1, of Andrew J. Foote, with admission annexed; 2, of William R. Damon; and 3, of Edward Renshaw; 4, of Henry K. Davenport; 5, of J. Knox Walker; 6, of William L. Miller; 7, of Jonathan H. Carter; 8, of John Vredenburg, C.

When the further hearing of the cause was continued until to-morrow, the 24th instant, at ten o'clock A. M.

U. S. District Court, Eastern District of Louisiana.

In Admiralty. Proceedings in Court. Stated Sessions. December Term, 1853. Tuesday, January 24th, 1854.

Pursuant to adjournment, the Court met at 10 A. M. Present, Hon. T. H. McCaleb.

6824—6826—6828.

The hearing of these causes was resumed, E. A. Bradford, W. C. Micou, and Wm. H. Hunt, Esq., proctors, appearing.

The owners of the Steamship "Crescent City" further offered and read the depositions of, 9, David Hinney; 10, 2d of David Hinney; 11, Captain I. Marks; 12, M. Wilder; 13, W. A. Chambers; 14, M. Davis, and 15, of T. B. Murray.

After explanatory remarks by E. A. Bradford, Esq. (touching the irresponsibility of the libellants in this cause, the "Ocean Queen" being in tow), and statement of authorities by Wm. H. Hunt, Esq., the argument in the cause was opened by Wm. C. Micou, Esq., for the "Star;" when the Court adjourned till to-morrow at 10 A. M.

December Term, 1853. Stated Sessions. Wednesday, January 25th, 1854.

The Court met at 10 A. M. Present, Hon. Theo. H. McCaleb.

CHARLES HILL and other owners of Ship "OCEAN QUEEN," v. The Steamship "CRESCENT CITY" and Tobwoat "STAR." } No. 6824.

U. S. MAIL STEAMSHIP CO. v. Towboat "STAR" and Ship "OCEAN QUEEN." } No. 6826.

OCEAN TOWBOAT CO. v. Steamship "CRESCENT CITY." } No. 6828.

The hearing of this cause having been resumed, Wm. H. Hunt, Esq., addressed the Court at length in behalf of the claimants of the Steamship "Crescent City," and E. A. Bradford, Esq., replied both to him and the proctor for the "Star;" when the Court took the whole matter under advisement.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL et al., owners of Ship "OCEAN QUEEN," v. Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6824.

1.—*Deposition (for Libellants) of David G. Kelly, for Libellants.*

Filed December 31st, 1853.

Read in evidence for libellants, January 23d, 1854.

(For Chart O, referred to in depositions, see original, page 63.)

United States of America, Eastern District of Louisiana, City of New Orleans.

Be it remembered, that on this first day of December, in the year of our Lord one thousand eight hundred and fifty-two, before me, M. A. Foute, a Commissioner duly appointed by the Circuit Court of

Witness, examined by the Counsel for the Towboat "Star," answers:

When I first saw the "Crescent City," she was on our larboard bow, nearest upon the east side. Witness is not familiar with the locality of the river, about the place of the collision, and cannot tell how far below the English Turn it occurred, but thinks that it was about five miles, from what he has understood.

Cross-examined by the Counsel for the "Crescent City," witness answers:

When the wheel was set on the "Ocean Queen," after she was under way, the last time, witness did not look at the wheel himself, but was told by the man who set it that it was all right. The wheel was not lashed; witness did not himself see the wheel after it was set the second time, until after the collision. Witness judges that it was about two hours after the second setting of the wheel that the collision took place. It was witness's watch on the "Ocean Queen." No one else was on watch with me. There were two or three of our men around on deck off and on. There were none of the Towboat "Star's" men on watch on the "Ocean Queen." There were no lights hung out on board the Ship "Ocean Queen:" the only lights were in the cabin; on deck, witness would suppose, that the lights were visible through the windows of the cabin of the "Ocean Queen" to the "Crescent City." Witness paid particular attention to the distance of the Towboat "Star" and her tow, from the banks of the river, when the "Crescent City" first came in sight; and witness is confident, that they were about the middle of the river, nearer the west bank.

Witness inferred, when he first saw the "Crescent City," that she was coming up, as no boat had passed them going down. Witness saw that she kept coming nearer and nearer. Witness could hear the noise of the "Crescent City" when he first saw her. Witness would judge, it being dark, that the "Crescent City" was about a half a mile from the "Ocean Queen" when he first saw her. It was about five minutes from the time, when witness first saw the "Crescent City," to the time when witness halloed out. During this time, the Towboat "Star" and her tow, kept steadily on her course in the middle of the river. The "Crescent City" did not alter her course, but kept steadily up. The "Crescent City" was four or five times her length distant from us when I first halloed out. Witness was the first person to sing out. Witness sang out as loud as he could to the "Crescent City" to keep away. Witness did not see that the "Crescent City" did. About the time that witness halloed, the Towboat "Star" had stopped her engines, and directly afterwards rang her large bell forward. In a minute or two after the ringing of the bell of the "Star," the collision took place. Witness cannot say that the "Crescent City," at the time of the collision, was backing her engines, but thinks, from the manner in

which she struck, that she was going ahead fast. As soon as the Steamer Crescent City struck our bow, I jumped from the forecastle, where I was standing, and went aft; but I returned immediately. Witness did not see anybody on the bow of the Crescent City when she struck, but cannot say whether there might have been somebody without his seeing them. It was a starlight night. There was not any great moon. Witness did not see any lights in the "Crescent City." It was the stem post which first struck the "Ocean Queen." I am confident that there was room for the "Crescent City" to pass between us and the bank. Witness heard no bell ring on the "Crescent City" for the stopping of her engines, and no orders given to that effect. The "Crescent City" did not come in contact with the Towboat "Star" at all. The Towboat "Star" had her light between her smoke pipe, and her fires forward, and no other light. Witness heard the order given on the Towboat "Star," by the ringing of the small bell, for the stopping of the engines, about a half a minute, or just before witness halloed out.

Re-examined by counsel for "Ocean Queen," witness answers:

At the moment of the collision, we were heading as straight down the river as we could head. The "Crescent City" struck us rather at an angle, towards the west side of the river. The names of the men belonging to the "Ocean Queen," that witness has spoken of as being around the deck, were Henry Crowell and John Marston. It was Henry Crowell of whom witness has spoken as being at the helm of the "Ocean Queen" at the outset. From the manner in which the "Ocean Queen" was made fast to the "Star," it was impossible for the "Ocean Queen" to have any other motion except that given to her by the "Star." From the moment of starting, the "Ocean Queen" was entirely under the command and control of the Towboat "Star." No orders were given by any of the officers of the "Ocean Queen;" the "Ocean Queen" followed in everything the directions of the Towboat "Star." There was a moderate breeze that night.

DAVID G. KELLY.

Sworn to, and subscribed before me, this December 1st, A.D. 1852.

M. A. FOUTE,
U. S. Commissioner.

United States of America, Eastern District of Louisiana, City of New Orleans.

I, M. A. Foute, a Commissioner duly appointed by the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, under and by virtue of the Acts of Congress, entitled "An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed February 20th, 1812, and the Act of Congress entitled "An Act in addition to an Act, entitled 'An Act for the more convenient taking of

affidavits and bail in civil causes depending in the Courts of the United States,'" passed March 1st, 1817, and the Act passed Sept. 24, 1789, entitled "An Act to establish the Judicial Courts of the United States," do hereby certify that the reason for taking the foregoing deposition is, that the witness resides out of the State and District. I further certify that W. H. Hunt, Esq., of Counsel for the Steamship "Crescent City," and W. C. Micou, Esq., of Counsel for the Towboat "Star," were present at the taking thereof, put interrogatories to the witness aforesaid. I further certify, that on the third day of December, A.D. 1852, I was attended by said Counsel for Steamship "Crescent City," and said Counsel for Towboat "Star," and by the Proctor for the Ship "Ocean Queen," V. A. Bradford, Esq., and the witness; and the witness was by me carefully examined, and cautioned, and sworn, to testify the whole truth, and the deposition was by me reduced to writing, in the presence of the witness, and after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession, for the purpose of sealing up, directing, and forwarding it to the Court for which it was taken. I further certify, that I am not of counsel or attorney to either of the parties in said deposition mentioned, or in any way interested in the event of said civil cause, depending between said Charles Hill et als., owners of Ship "Ocean Queen," and Steamship "Crescent City" and owners, and the Towboat "Star" and owners.

In testimony whereof, I have hereunto set my hand and seal, this fourteenth day of March, in the year of our Lord one thousand eight hundred and fifty-three.

M. A. FOUTE, [L. S.]
U. S. Commissioner, Circuit and District Courts U. S. for the Eastern District of Louisiana.

Commissioner's fee, $10, paid by libellants.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL ET AL., owners of Ship "OCEAN QUEEN," *v.* Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6824.

2.—*Depositions of John Marston and Henry Crowell (for Libellants).*

Read in Evidence for Libellants, "O. Q.," Jan. 23d, 1854.

United States of America, Eastern District of Louisiana, City of New Orleans.

Be it remembered, that on this the third day of December, in the year of our Lord one thousand eight hundred and fifty-two, before me, M. A. Foute, a Commissioner duly appointed by the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, under and by virtue of the Acts of Congress, entitled

"An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed February 20th, 1812, and the Act of Congress, entitled "An Act in addition to an *an* Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed March 1st, 1817, and the Act passed Sept. 24, 1789, entitled "An Act to establish the Judicial Courts of the United States," personally appeared John Marston and Henry Crowell, residing out of the State of Louisiana, witnesses, of sound mind and lawful age, for the libellants, in a civil suit, now depending in the District Court of the United States in and for the Eastern District of Louisiana, wherein Charles Hill et als., owners of the Ship "Ocean Queen," are libellants, and the Steamship "Crescent City" and owners, and the Towboat "Star" and owners, are defendants; and the said John Marston and Henry Crowell, being by me first carefully examined, and cautioned, and sworn on the holy Evangelists of Almighty God, to testify the whole truth and nothing but the truth, did depose and say as follows in the pages numbered from 1 to 8 inclusive, and hereto attached.

John Marston, being duly sworn, deposes and says:

Witness is seaman on board the Ship "Ocean Queen." Witness joined the ship on the 1st of October, at the port of New Orleans, and has been on board ever since. Witness witnessed the collision of the "Crescent City" and the "Ocean Queen." Witness, at the time of collision, was standing on the deck of the "Ocean Queen," by the house on the forecastle forward. When witness first saw the "Crescent City," he thinks she was distant about five times her length. The night was clear, and witness could see distinctly. Witness could see both shores. The Towboat "Star," with her tow, was then as near the middle of the river as possible. We were heading down the river. Witness had been on and about the deck all the time. The Towboat "Star," had been descending the river at the rate of six or seven knots an hour, before she saw the "Crescent City." When she saw the "Crescent City," she stopped her engines. She was under no headway at the time of the collision. Witness thinks that the "Crescent City" was going at about eight or ten knots an hour when she struck us.

The "Crescent City" struck the "Ocean Queen" on her larboard bow, pretty near square, or little athwart ships if anything. She stove in the bow of the "Ocean Queen," carried away her catheads, and carried away all of the fastenings between us and the Towboat "Star." We then got out the flying jib, and foretopmast stay-sail on the "Ocean Queen," and endeavored to pay her off, but she got ashore on the west side of the river.

Witness thinks that the "Crescent City" was four or five times her length from the tow at the time the engines of the "Star" were stopped. About the same time that the engines of the "Star" were

stopped, her big bell was also rung. There was room enough for the "Crescent City" to pass us on the larboard side without touching.

Cross-examined by counsel for the Towboat "Star," witness answers:

Witness saw no alteration in the course of the "Crescent City," after she came in sight, up to the time of the collision. Had the "Crescent City" have put her helm aport, she would have passed us without a collision. Witness heard no hail or anything from the "Crescent City" before she struck. The "Crescent City" was hailed, both by the "Ocean Queen," and the Towboat "Star." Two or three persons hailed her. There were two signal lights on board the "Star," one aft and one forward between her chimneys. Witness thinks that the fire doors of the "Star" were opened about the time her engines were stopped.

Cross-examined by counsel for the "Crescent City," witness answers:

When witness first saw the "Crescent City," he could see that she was coming up the river. Witness does not recollect whether the "Crescent City" had any lights or not. As soon as we saw the "Crescent City," we hailed her. The mate of the "Ocean Queen" was the first to hail her, and about the same time she was hailed from on board the "Star."

The "Crescent City" was near enough to hear the mate's hail. At about the same time that the mate hailed, the "Star" stopped her engines, and then rang her big bell. The "Crescent City" was four or five times her length distant at the time she was hailed. Witness thinks that it was five or six minutes from the time the "Crescent City" was hailed until she struck.

Witness saw no one on the forecastle of the "Crescent City," at the time of the collision, or afterwards. The bell of the "Star" was still ringing when the collision took place. Witness remained forward on the "Ocean Queen," and did not see any one come out on the forecastle of the "Crescent City" after the collision.

JOHN MARSTON.

Sworn to and subscribed before me, this 3d day of December, A. D. 1852.

M. A. FOUTE,
U. S. Commissioner.

And next came witness Henry Crowell, who, being first duly sworn, deposes and says:

Witness is seaman on the "Ocean Queen," before the mast. He joined the said ship about the middle of September last, and has served on board ever since.

The Towboat "Star" got under way with the Ship "Ocean Queen," fast on the larboard side, at about 9 o'clock on the evening

of the 5th of November, 1852. Another ship, the "Charles and Jane," was fast on the other side of the "Star," and a brig in tow astern. When first getting under way, witness was at the helm of the "Ocean Queen," and remained at the helm about ten minutes, when one of the men from the Towboat "Star" came and relieved me. The man from the Towboat "Star" set the helm of the "Ocean Queen" a midships, and left it, saying that there was no need of any one there.

The "Ocean Queen" was made fast to the Towboat "Star," in such a manner that she could not move except as she was moved by the Towboat "Star."

The orders were given by the officers of the Towboat "Star," and not by the officers of the "Ocean Queen." After getting under way, we proceeded down the middle of the river. Witness was on deck the biggest part of the time, not all the time. It was a starlight night—clear.

Witness saw the "Crescent City" for the first time, between eleven and twelve o'clock that night.

Witness was then on the deck of the "Ocean Queen," forward. The Towboat "Star," with her tow, was then in the middle of the river, a little on the west side, if anything. The Towboat "Star" was going about seven knots an hour. The "Crescent City," when I first saw her, was about a half a mile distant from us, or nearly a half a mile, as well as witness could judge.

The Towboat "Star" rang her small bell to stop her engines, she then rang her large bell, and the mate of the Ship "Ocean Queen" went forward and hailed the "Crescent City," but was not answered. The mate of the "Ocean Queen" hailed two or three times, but the "Crescent City" paid no attention to his hail, but came on and struck the "Ocean Queen" on her larboard bow, and carried away her catheads, so that the anchor fell and ran out about eight fathoms of chain, and broke us loose from the Towboat "Star," breaking all of our fastenings. The "Ocean Queen" then hoisted her foretopmast stay-sail, and flying jib, and we tried to pay her off up the river; and though there was a breeze blowing up the river, the "Ocean Queen" paid no attention to her head sails, and went ashore on the west side, or the right hand side, going down. We remained aground about an hour, when the Towboat "Star" returned and took us in tow, and brought us to the city. At the moment of the collision witness was on deck, between the foremast and mainmast of the "Ocean Queen."

Witness does not know how she ("Ocean Queen") was heading, other than she was heading down the river and about the middle of it. The "Crescent City" struck the "Ocean Queen" a little slanting, about a point. The "Crescent City" was about three times her length distant from us when the engines of the Towboat "Star" were first stopped.

Cross-examined by the Counsel for the "Crescent City," witness answers:

When I first saw the "Crescent City," the mate of the "Ocean Queen" was on her forecastle. He jumped from the forecastle just at the time the "Crescent City" struck us. Witness did not notice whether the "Crescent City" had any lights; he knew that she was a steam vessel by her funnel and general appearance. It was after the Towboat "Star" had rung her bell to stop her engines, that the mate of the "Ocean Queen" hailed the "Crescent City." The mate sang out "Keep off!" The "Star" rang her large bell before the mate sang out. The mate sang out immediately after the ringing of the large bell on the "Star." Witness believes the "Star" did not back her wheels; but she stopped her headway, and when she stopped her headway she was about three lengths off from the "Crescent City." Some one sang out from the Towboat "Star" about the time that the mate of the "Ocean Queen" sang out. The Towboat "Star" and her tow were then near enough to the "Crescent City" for the hail to be heard. The "Crescent City" did not keep out, but kept steadily on. Witness thinks that the "Crescent City" had time enough and room enough to keep away between the ringing of the large bell, and the time she struck the "Ocean Queen." The "Crescent City" was near enough to hear the large bell of the "Star" when it was first rang. Witness could see distinctly on board the "Crescent City" when she first struck, but saw no one there forward on watch. Witness heard no hail from the "Crescent City." Witness did not hear the "Crescent City" ring her bell to stop her engines until after she struck. Witness heard no order given on board the "Crescent City," to stop her engines or back her wheels. The wheels of the "Crescent City" were moving on when she struck. Witness heard no order from the "Crescent City" to stop her engines after she struck. John Marston was on deck, near the forecastle of the "Ocean Queen," when she was struck.

I am confident that at the time of the collision, the Towboat "Star" with her tow, was about the middle of the river, or a little nearer the right bank. It was about five or ten minutes after the Towboat "Star" came alongside first and took the "Ocean Queen" in tow, that the man from the "Star" came on board of the "Ocean Queen" and set her helm. No one from the "Star" came on board afterwards to witness's knowledge. There were no lights out on board the Ship "Ocean Queen." I am still attached to the "Ocean Queen."

Examined by Counsel for the Towboat "Star," witness answers:

Witness is not well acquainted with the locality of the river about the place of collision. Witness thinks that the river at the place of collision, is about the same width as it is at the city. The "Star"

had a signal light between her chimneys, and she opened her fire-doors. Her fire-doors were opened just after her large bell was rung. There was room enough on the larboard side of the tow, for the "Crescent City" to pass without touching us. There was room enough on the starboard side of about two lengths of the ship—there was room enough on the larboard side about a length and a half of the ship. The towboat and her tow was nearest to our larboard shore, if anything. I mean the left hand side going down.

HENRY CROWELL.

Sworn to and subscribed before me this 3d day of December, A.D. 1852.

M. A. FOUTE,
U. S. Commissioner.

United States of America, Eastern District of Louisiana, City of New Orleans.

I, M. A. Foute, a Commissioner duly appointed by the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, under and by virtue of the Acts of Congress, entitled, "An Act for the more convenient taking of Affidavits and Bail in civil causes depending in the Courts of the United States," passed February 20th, 1812, and the Act of Congress, entitled, "An act in addition to an Act, entitled, 'An Act for the more convenient taking of Affidavits and Bail, in civil causes depending in the Courts of the United States,'" passed March 1st, 1817, and the Act passed September 24, 1789, entitled, "An Act to establish the Judicial Courts of the United States," do hereby certify, that the reason for taking the foregoing deposition is, that the witnesses reside out of the State and District. I further certify that W. H. Hunt, Esq., of Counsel for Steamship "Crescent City," and W. E. Micou, Esq., of Counsel for Towboat "Star," were present at the taking thereof, put interrogatories to the witnesses aforesaid. I further certify, that on the third day of December, A. D. 1852, I was attended by said counsel for Steamship "Crescent City," and the said counsel for the Towboat "Star," and by the proctor for Ship "Ocean Queen," E. A. Bradford, Esq., and the witnesses; and the witnesses, by me carefully examined and cautioned, and sworn testify the whole truth; and the depositions were by me reduced to writing, in the presence of the witnesses; and after carefully reading the same to the witnesses, they subscribed the same in my presence. I have retained the said depositions in my possession for the purpose of sealing up, directing, and forwarding them to the Court for which they were taken. I further certify that I am not of counsel or attorney to either of the parties, in said depositions mentioned, or in any way interested in the event of said civil cause depending between said Charles Hill et als., owners of Ship "Ocean Queen," and Steam-

ship "Crescent City" and owners, and the Towboat "Star" and owners.

In testimony whereof, I have hereunto set my hand and seal, this, the 14th day of March, in the year of our Lord, one thousand eight hundred and fifty-three.

M. A. FOUTE. [L. S.]
U. S. Commissioner, Circuit and District Courts U. S., for the Eastern District of Louisiana.

Commissioner's Fee, $15, paid by libellants.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL & als.
v.
Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6824.

3.—*Testimony of Captain Richard Matthews, for "Ocean Queen."*

Read in evidence for libellants, "Ocean Queen," January 23d, 1854.

Richard Matthews deposes, that he resides in Salem, Massachusetts, and expects to leave New Orleans in the course of this week. He has no interest in the result of this suit. Witness is the master of the "Ocean Queen," and has been in command of her for sixteen months past. Witness was master on board on the 5th November last, when the "Ocean Queen" cleared from this port for Liverpool, having on board a full cargo of 2870 bales of cotton. The ship had her full crew of nineteen men all told on board, and she was equipped and well furnished in all respects for the voyage. The Towboat "Star" was engaged to take the "Ocean Queen" to the Balize, and took her in tow on her larboard side about 9 o'clock P. M. The "Star" had the Ship "Charles and Jane" in tow on her starboard side, and a brig in tow astern. The "Star" got under way with her full tow at about 9 o'clock P. M. The towboat then took charge of the ship, and gave all the directions and orders at the outset. After getting under way with her head down stream, a man from the towboat set the wheel of the "Ocean Queen," and returned on board the towboat; after which there was no man at the wheel to witness's knowledge. Witness then went below and did not come on deck again until 11 o'clock, when he returned to the deck and observed that the "Star" was in her usual track, as near the middle of the river as possible. Witness then went below again, and continued below writing until about half-past eleven, when witness heard the towboat ring her bell, and stopped her engines as she is accustomed to do when seeing a snag ahead. Witness supposed this was the reason she stopped, until he heard the mate sing out from

the forward. Witness shut his desk and heard him sing out a second time, when witness started to go on deck to see what the trouble was. When witness got on the top step of the gangway the collision took place, and witness was thrown down by the shock. The ship heeled over on to the towboat, and witness held on until she righted again. Witness went out on deck as quick as he could, and walked forward; when witness got to the forerigging, the "Crescent City" was just backing out away from the "Ocean Queen." The collision broke us loose from the towboat, and canted our head towards the westward or starboard shore. The "Crescent City's" bows, as she backed out, canted to the eastern shore; she kept going in that way toward the eastern shore, until she was out of hail of the "Ocean Queen," and by that time she lay almost straight across the river. When I first saw her a moment after the collision, the "Crescent City" was heading on to us, about three points to the westward. Witness noticed the banks of the river when he came on deck, and the position in which the "Ocean Queen" was, nearer the western than the eastern shore, he should think three-fifths towards the western shore. The night was clear, starlight. Witness could see clearly both shores. There was a very light wind and right up the river in the reach where the "Ocean Queen" was. The "Ocean Queen" was struck on the larboard side, about six feet from the bowsprit. She was cut down to her lower deck, starting the woodends and stern—the woodends down to twenty-three planks, breaking up the night heads, capsizing the windlass, ripping up the topgallant forecastle, windlass bits, the main deck as far as the windlass, &c., as fully set forth in the ship's protest.

Soon after the collision, the "Ocean Queen" drifted on the west bank, and remained there for about three-quarters of an hour, when the "Star" returned and brought her to the city. It became necessary to discharge our cargo in order to make the needful repairs. The "Ocean Queen" has been since then undergoing repairs, and will not be ready to resume her voyage until the 8th instant, when witness hopes to be able to resume the voyage.

Cross-examined for "Crescent City."

It was not more than two minutes after witness heard the bell of the "Star," that he heard the mate hail. Witness did not see the "Crescent City" at all before she struck. Witness would think the "Crescent City's" stern was not far from the middle of the river when he first saw her in contact with the "Ocean Queen." The "Crescent City" appeared to be backing when witness first saw her; the Ocean Queen's bows kept canting towards the western shore. When witness first saw her, the "Crescent City" was angling towards the western shore, but had her head up stream, and she was not lying across the river. We separated very fast; she drifting towards the east and we towards the west. It was not more than five minutes before she

was out of hail. There were no lights out on board the ship. Witness is not acquainted with the locality of the river where the collision occurred. Witness supposes the "Ocean Queen" drifted down before getting ashore on the western bank of the river.

Cross-examined for Towboat "Star."

The place where the collision occurred, appeared to be in a straight reach of the river. When witness came out, the towboat had got ahead of us, in consequence of the lines of the "Ocean Queen" having parted, and was heading down the stream as near as could be. Witness has not the least doubt that there was plenty of room for the Crescent City to pass to our larboard.

RICHARD MATTHEWS.

The foregoing testimony is taken by consent of parties, to be used on the trial of the above-entitled suit, affidavit of the witness being waived and all exceptions of from New Orleans, 5th January, 1853.

BENJAMIN & MICOU,
For Towboat Company.
WILLIAM H. HUNT.
For Crescent City.
HUNTON & BRADFORD,
For Libellants.

United States District Court, Eastern District of Louisiana.

OCEAN TOWBOAT CO., Owner of Towboat "STAR,"
v.
Steamship CRESCENT CITY, &c.
} In Admiralty. No. 6828.

1. *Depositions of Henry Whitney, Peter Curran, and Asa Payson, for Ocean Towboat Co.*

Read in evidence for Towboat "Star," January 23d, 1854.

January 5th, 1854. Testimony taken by consent of parties on behalf of the Ocean Towboat Company in the above causes.

Present: William C. Micou, Esq., for Ocean Towboat Company; L. Hunton, Esq., for Ship "Ocean Queen;" William H. Hunt, Esq., for Steamship "Crescent City,"—Proctors.

Henry J. Whitney, being duly sworn, deposes and says:

I am a master of towboats, and have followed that profession for the last eight or ten years. I was in command of the Towboat "Star" at the time the collision herein took place; was on deck immediately before the collision. I had retired before, and came out immediately on hearing the bell ring to stop the boat. My room was aft on the starboard side, upper deck. I proceeded forwards as far as the cabin, and saw the lights of a steamship heading directly at

us, and I ran aft and ordered the hawser of the brig at my stern to be let go. About the time the hawser was gone the collision took place. I had sung out "Let the hawser go," and turned round to go forward just as the collision took place. My object in letting the hawser go was to get the brig out of our way, so that we could back. At the time the collision occurred, we were heading down in the middle of the river, or a little the nearest to the west bank, about a mile and a half below the foot of the English Turn. I can state with confidence, that we were nearest to the west bank. I am positive about this. By the effect of the collision the anchor of the "Ocean Queen" ran out, by the stopper of the anchor being parted by the force of the collision. The "Crescent City" struck the "Ocean Queen" between the cathead and the stem. Her larboard cathead was broken, and it was her cathead and larboard anchor that injured the starboard bow of the "Crescent City." The hawser between the "Ocean Queen" and "Star" was entirely broken apart by the collision. There were four lines used connecting the vessels, all of which were parted. The anchor of the "Ocean Queen" sank immediately on the collision's occurring. The anchor did not bring her up until she went against the bank; from 7 to 10 fathoms of the anchor chain out, not more than 10. She brought up about half way between the lower point of the Turn and Benjamin's Plantation, that is his house, on the west bank of the river, against or abreast Benjamin's Plantation. The Brig "Telegraph" also brought up against this plantation, and about a cable or a cable and a half below the "Queen," leaving just about room enough for the towboat to go between them. Where these vessels brought up, right under the bow of the "Queen," there was a large cypress root, and also some cypress stumps near by. As near as witness can say, on being shown a small sketch of the river, the collision occurred at about the point "No. 1." The "Star" and her tow were then heading down stream. The "Crescent City" was heading nearly straight across the stream. After getting clear of the "Crescent City" and the "Queen," we put the helm hard a starboard, and came round head up stream, and anchored on the eastern shore, at about the point "No. 2," close in shore, in about five to six fathoms of water.

On the starboard side of the "Star" was the Ship "Charles and Jane;" she was not parted from us by the collision, but came round with us on our starboard to the point of anchor. A towboat descending the river, with a ship on her starboard, requires at least two-thirds of the breadth of the river to come round on her starboard helm. It makes a great difference, in coming round, having a ship on the starboard side from having her on the larboard, when rounding on the starboard helm.

As soon as we had come round and anchored the Ship "Charles and Jane," we went immediately over to the relief of the "Ocean Queen" on the other side of the river.

There was but little current; the river was very low, not quite as low as it is now, but there was a southward and eastward wind blowing up the river, not very strong, however.

On examining the chart "O" (Beauregard's), witness thinks that the collision occurred somewhere about the point which he marks "X, No. 3."

I have known Captain David Kinney about 14 or 15 years. (His reputation, as a man of sobriety.) I believe that he has joined the Temperance Society of late; but formerly he carried pretty taut stream. It was often said that he seldom left the Levee sober. (Objected to by Mr. Hunt.) He has been, I believe, a member of the Temperance Society for the last two or three years. This is only from hearsay. Within that time, my personal observation of Captain Kinney makes me say that I cannot tell whether he drinks anything more than claret wine. I have seen him take claret wine, but I have not seen him take anything else. I have sometimes seen him mellow. By "mellow" I mean a little tipsy. I have known Captain Foote, the pilot of the "Crescent City," some five or six years, or a little more. Among river men he is not considered generally as a pilot among towboat men. Eight out of ten masters of towboats will tell you that he is not considered as a pilot.

Cross-examined by Mr. Hunt.

I do sometimes drink something myself. I consider that Captain Kinney has been a drunkard; but I cannot say that he is now an habitually intemperate man. I cannot say that he is drunk half the time, which is my notion of an habitually intemperate man. I am on friendly terms with Captain Kinney; always so; he makes it a point to travel up and down with me whenever it is convenient.

I am now Captain of the "Star." I own no stock in her, nor in any of the towboat companies. I have no interest in them; but am employed at a salary.

I have heard more than half of the towboat masters, among them Captains Disney, Chapman, Brown, La Place, Phillips, and others, say that Captain Foote is not considered as a pilot. Those named here are all towboat captains; some of them own interests in the towboat companies, which are all banded together in one association. I have never sailed with Captain Foote; have spoken with him, and am on friendly terms with him. It was the engine-bell of the "Star" which I heard ring on coming out from my room, and as soon as the engine-bell was stopped, the pilot rang the big bell of the boat. Peter Curran was the pilot. I had been asleep not long; just had got into a doze. I ran aft to let go the hawser of the brig in the rear as soon as I saw the lights of the steamship, as I was afraid to back because of the brig. I did not myself let the hawser go, but ordered it to be let go, and immediately turned round, when the collision took place. I am positive we were nearest the west bank. I spoke of it at the time to Captain Payson, a Balize pilot, on board the "Star."

In running down the Bend, we consider our true position in the middle, or nearest to the west bank; anywhere between the middle and this bank is considered the proper place, so as to leave the other side free for ascending boats.

The collision was a little below the Willows. It is not far from the Willows to Carr's Boathouse. Between the point of the English Turn and the place of collision, the river is as it is represented on the Chart "O;" there is no point.

At low river there is no eddy there. At high river the eddy runs about half a mile below the upper point of the Turn. In the stage of water prevailing at the time of collision, there was no perceptible eddy there.

I am positive that my boat's bow was heading down stream at the time of collision.

We were at our usual rate of steam. We do not require heavier steam in going through the Turn, in low water, than in other parts of the river. In high water we need good steam better at the English Turn than in other places.

H. J. WHITNEY.

ROBERT M. LUSHER,
U. S. Commissioner.

Sketch of Mississippi River, referred to in testimony of H. J. Whitney, January 5th, 1853.

ROBERT M. LUSHER,
U. S. Commissioner.

(For sketch, see original, page 96.)

Testimony for Ocean Towboat Co.

Resumed at 6 P. M., January 5th, 1853.

Peter Curran, being sworn, deposes and says: I live down in the 3d district, in Piety Street, No. 19. Am now a pilot on towboats; have been such about thirteen years, a little over, I think. During all that time I have been acting as pilot, except during one season, for a little while, when I was acting as mate and steersman. Before I became pilot, I was a deck hand on boats, and then steersman—that is before thirteen years ago. My age at present is about forty-one years. For the last two years I have piloted on the "Star," the "Panther" first, and since leaving the "Star" on the "Anglo-American."

I was piloting the "Star" when the collision with the "Crescent City" occurred. I was on duty at the time. The "Star" left New Orleans about 10 o'clock, or between 9 and 10 in the evening. She had her usual complement of officers and crew—all that I have ever known her to carry. She was in good condition, I suppose, as far as I know. I did not know anything to be the matter with her.

She had two ships and a hermaphrodite brig in tow, one ship on each side and the brig astern. This was a small tow for such a boat, which often carried a larger tow. The "Ocean Queen" was the largest vessel of the tow.

The "Star" escapes steam pretty loud, pretty sharp; she escapes up above through the pipes, not through her wheels; she had pipes to escape through the wheels, but she never used them when towing. We passed the English Turn between 11 and 12 o'clock about. We came round the Turn by following the bend as closely as we dared run, which is always the case with descending boats. We saw the "Crescent City" lights as soon as we got round past the lower point of the Turn, and could see the reach of the river. She seemed to be at Mr. Saul's plantation, on the eastern side of the river, a little below Mr. Benjamin's house on the opposite side. After passing the Point, we followed the western shore, little nearer to this shore than to the eastern shore. This is the usual course for descending boats till you get down near Benjamin's. While descending, I observed the course of the "Crescent City" ascending; she was following the eastern shore when I first saw her, and for some time afterwards. She followed the eastern shore till she got up about abreast of Mr. Lessep's house; then she appeared to me to keep out more into the river, as if she were steering nearly for the western shore. Before I observed this change in the course of the "Crescent City," I had no idea that she was going to leave the eastern shore and come across at us.

At the time of this occurrence the river was low—there was very little current. There was no eddy in that part of the river at the time—that part near the point of the collision. I cannot tell how much steam we had on at the time; unacquainted with steam. We were not going very fast. We generally carried steam enough to manage the tow.

On seeing the "Crescent City" coming towards us, I rang the bell to stop the engine—the bell leading from the pilot house to the engine; then I ran to the alarm bell—the big bell—and rang that, ringing it three or four times about, pretty hard. This, to the best of my knowledge, was two or three minutes before the collision. I had no watch about me, and only judge from what occurred. The mate of the "Ocean Queen," who was on the ship's forecastle, hollowed to the steamship.

After I had stopped the engines and rung the bell, the "Crescent City" seemed to continue to haul out towards us, and kept on the larboard side till she got very nearly abreast the ship's bow, then she hauled, as I thought, nearly right square across, until she hit the ship. The effect of the collision was this: when she hit the ship, she did it between the cathead and the stem, and hove the ship over on to the guards of the towboat, which she broke. The "Ocean Queen" was broken entirely loose from the towboat, and fell right

astern with the "Crescent City," till they got back to the after part of our wheel-house, where they separated. The starboard bow of the "Crescent City" touched the ship. I think I examined her bow afterwards, and it was on the starboard that she was injured. After the collision the ship headed right straight down the river, the "Crescent City" laid angling her head a good deal across, not heading down directly, about as shown in the sketch below. (See Transcript, page 98.)

The escape of the "Star" at that time of night, and in the weather then prevailing (a starlight night, moon not up yet), how far it could be heard I cannot say. A boat can sometimes be heard escaping five miles off. At the time of the collision, I don't think the towboat went down stream much; she managed the tow so as to keep the tow head down stream.

The brig and "Ocean Queen," after parting from the towboat, both drifted over to Mr. Benjamin's plantation, where they went ashore. After getting clear of the "Ocean Queen" and steamship, the master gave the order to unship the larboard wheel of the "Star," and we put the helm hard a starboard and came round with the starboard helm to the eastern shore, where we anchored the Ship "Charles and Jane." We anchored her about a ship's length from the shore, in five or six fathoms of water. Before ordering the anchor to be dropped she had been brought and was heading straight up stream.

Where the river is as wide as it is there, it would take, I think, all of two-thirds of the breadth of the river to turn round with a ship on the starboard side, and bring her round head up stream, before reaching the shore.

This was the first order given by the Captain, and the first thing done by the towboat after the collision.

That night, when I went alongside of the "Ocean Queen," I noticed a large cypress root lying on the bank, which I also noticed the next day. The collision occurred only a short distance above this cypress root, judging from a mark which I took on the opposite shore, a little below Garr's boathouse. I allude to the boathouse abreast of the sugar-house, which I noticed from the tall chimney, and I think the collision occurred a little below this boathouse.

The steersman was on watch on the deck with me at the time of the collision; his name, I think, was John Payson. I was at the wheel at the time, on the starboard side of the wheel. Nobody else that I know of was on the upper deck at the time of the collision.

After the collision, on going aft to find—call the captain, I met him coming forward, and he told me that he had let go the brig's hawser, to keep clear of the steamship and the "Ocean Queen," I suppose. I was on duty on the "Diana" at the time of the collision occurred with the "Ohio." Captain Steel of the "Diana" was also with me standing forward of the wheel-box. I was steering the boat.

I was on the "Post Boy" at the time she sunk. Captain David

Kinney, of the boat, was with me at the time. He was standing forward of the wheel, in the pilot-house. He had direction, giving orders at the time.

When a captain is on board, on deck, the pilot has to obey his directions, just as the steersman has to obey the pilot when the captain is not on board.

Cross-examined by H. Hunt.

Peter Curran.—When I took the vessels in tow, the bow of the "Ocean Queen" stood a little ahead of the bow of the towboat, considerably ahead of the chimneys. The foremast of the ship was a little ahead of the chimneys of the "Star." The "Star" had one light between chimneys. I cannot say whether it was the rule to carry two lights at that time or not; there was a bright light between the chimneys. I cannot say positively whether there was a light at the stern or not.

I watched the lights of the "Crescent City," from where I first saw her up to the time she hit us. I was looking at her when she commenced to turn her bow to the westward. She was at that time about a mile and a half ahead of us, I suppose. She appeared to be heading all the time to the westward till she came up abreast of the bow of the "Ocean Queen," when she seemed to turn suddenly, as if she had her helm hard a starboard to slew around quick towards the western shore. The towboat kept steadily on down the river, when I first saw that she (C. C.) turned towards the western shore. When she thus turned, I could not tell what her intention was—whether to go outside of us, or what she was going to do. Being asked, if when he first saw the "Crescent City" turn her bow to the western shore, he might not have turned to the eastern shore and have thus avoided the collision, witness answers, If we had turned to the eastern shore it would have fetched our head right across the river, and we would not have been in the position in which we ought to have been.

We therefore kept our head straight down stream, because it was our position to do so. We shut off steam about two or three minutes before the collision took place — can't say whether two or three minutes, having no watch on me at the time. We shut off steam after we saw that the "Crescent City" was hauling off a little more than she ought to, to let her pass. We rang the bell to stop before the mate of the "Ocean Queen" halloed to the "Crescent City." I suppose the "Crescent City" was near enough to hear this halloing; she may not have heard it at first, but she had time to hear it before she struck.

There was plenty of room for the tow between the "Crescent City" and the eastern shore, after the "Crescent City" had turned her bow towards the westward, but the thing was to get there—there was not time enough. There generally is one of the officers on the

vessels in tow, and it is necessary that there should be one to move the wheels in turning a point, in case it is wanted. On the night of the collision, in turning the point of the English Turn, I ordered the mate of the "Ocean Queen" to stand by his helm in case it should be necessary to turn it, but it was not necessary and the helm was not moved. The wind was pretty well to the south that night, —southeast southerly—blowing pretty near straight up the reach.

The fact of the "Ocean Queen" being heavier than the other ship, and the wind blowing as it did that night, did not tend to bear the tow to the eastern bank. The helms were fixed so as to balance the tow.

I am positive that we were nearer to the western than the eastern bank, at the time of collision. Our bows were not heading to the western bank, but straight down the river. I cannot tell on which side of the "Ocean Queen" the brig passed after the collision.

We had very little headway at the time we struck.

I have never been on any other boat than the "Diana," that had a collision. I was on the Augusta when she sunk; I at supper at the time, and the captain in charge of her.

I cannot recollect of any other boat on which I was, and to which an accident happened.

I was at the wheel when the "Post Boy" sunk; it was very foggy, and we could not see anything.

I have no interest in the towboats; only work for my monthly wages.

I am still in the employ of the towboats. I don't know whether they all form one association. I have heard that they do.

Direct resumed.

What made me first fear that there was danger of a collision, was when I saw the "Crescent City" haul out towards the western shore. I stopped the engines of the "Star" on seeing that she continued out, not immediately when I saw her turn out, and she was about a mile and a half off when I saw her turn out.

PETER [his X mark] CURRAN.

ROBERT M. LUSHER,
U. S. Commissioner.

Asa Payson, being duly sworn, deposes and says:

I am acting in the capacity of branch pilot, at the S. W. Pass or Balize. I am not at all connected with the towboat interest. I was a passenger on the "Star," on the night of the collision with the "Crescent City." I had retired before it occurred. The alarm bell aroused me and brought me out of my room; I went in the after part of the "Star" when I came out. I saw the "Crescent City" before she struck us. When I first saw her, she was probably some three or four of her own lengths from the "Star." She was coming

out from the eastern shore, heading considerably across the river, probably two-thirds across. I can't say with what speed; she appeared to be coming with her usual course. I did not suppose that the "Crescent City" was shut off. I observed the position of the "Star" and her tow, at the direct time of the collision. The "Star" was head down stream, and as near the middle of the river as could be judged from the eye. It was, I think, a starlight night; the moon, I am confident, was not yet up. I could see both banks of the river very distinctly, and I remarked to Captain Whitney: "What brought the steamship into us in the middle of the river?" He said: "I don't know; we are in our position, bound down the river with a tow, I reckon." He appeared quite positive about being on his right way. After the ship got adrift from us, I called Captain Whitney, remarking to him, "We are certainly in the middle of the river," and I examined it very carefully. I am acquainted with Peter Curran, and have been, I think, for rising ten years—near upon twelve. I think he was pilot on the river when I first knew him. I have been a great many times on his boat when he was in service, and have had occasion to be so very often, as a pilot. My opinion of his competency and skill as a pilot, is, that he is as competent as any one on the river. I have been up and down with him a great many times, and have never known him to commit an error of judgment.

Cross-examined by Mr. Hunt.

I was in bed when I heard the bell. I was awakened by some noise, and on awakening, heard the bell ringing; I was in my drawers, and went out in them. The conversation with Captain Whitney, was after the steamship had struck the "Ocean Queen," and this ship was adrift from the "Star;" whether the ship and the steamship were entirely disengaged, I cannot say. I saw the captain as I came out of my state-room; he was then going aft. I had not heard the captain giving any orders before this; but about this time, I heard him give the order to cast off the hawser of the brig. I did not go further forward than half way the boiler deck, until after the ship had got adrift from the "Star." While the bell was ringing, and when I came out, I heard some one hallooing: "Hard a starboard your helm." I cannot say whence it came, or to what it was directed; I supposed it to come from the steamship. I am familiar with the whole river, from here to its mouth. At times, there is a small eddy on the eastern bank below the point. It depends a great deal as to its size, on the stage of water, but I cannot say how it is affected by the wind. When the current is strong, the eddy is stronger than when there is no current. There is no shoal at any great distance from the bank below the point; there is a little shoal, but it does not extend off like other flats of the river. When I first came on deck from my state-room, which was near the after part of the boat, I noticed that we were as near the middle of the river as

possible; the "Star" and tow must have been heading some little to the western shore there, there being an elbow in the river in that locality. Supposing a towboat, laden as the "Star" was, with a heavier ship on the larboard side, I do not think that she would be so affected as to sag over: the steerage way of the towboat being on, the towboat would obey her helm, as she was in the true current of the river.

Direct resumed.

Towboats descending in that part of the river are most apt to sag over to the western shore, if to either, as the current runs from point to point.

ASA PAYSON.

Attest:
ROBERT M. LUSHER,
U. S. Commissioner.

I, Robert M. Lusher, a Commissioner of the United States, for the Eastern District of Louisiana, certify that the foregoing depositions of Henry J. Whitney, Peter Curran, and Asa Payson, were taken by me, with the consent and concurrence, and in the presence of the respective proctors of the parties named on page one of this record; that the same were reduced to writing under the dictation and in the presence of the respective witnesses, and by them severally signed in my presence, after reading of the same. I further certify that I am not of counsel or attorney to any of the parties in the suit of the "Ocean Towboat and Co.," and Steamship "Crescent City" and Ship "Ocean Queen," &c. &c., in which the said depositions were taken, nor in any way interested in the event thereof.

In testimony whereof, I hereto set my hand and seal, at New Orleans, this said fifth day of January, A. D. 1854.

ROBERT M. LUSHER,
U. S. Commissioner, Eastern District of Louisiana.

NOTE.—Examination to be resumed at one o'clock P. M., on Saturday the 7th January, in City Hall.

Commissioner's fees, $12 30, paid by "Ocean Towboat Company," January 21st, 1854.

U. S. District Court, Eastern District of Louisiana.

"OCEAN TOWBOAT CO.," owner of Towboat "STAR,"
v.
Steamship "CRESCENT CITY."
} In Admiralty. No. 6828.

2.—*Depositions of Stephen Herriman, G. J. Beauregard, and Soloman Disney, for "Ocean Towboat Co."*

Taken by consent of parties, Saturday, January 7th, 1854, at 1 o'clock P. M.

Present: W. C. Micou, Esq., for the "Star," E. A. Bradford, Esq., for the "Ocean Queen," W. H. Hunt, Esq., for the "Crescent City."

Captain Stephen Herriman, being duly sworn, deposes and says:

I reside in New Orleans; in the river navigation between New Orleans and the Balize, I have been engaged since 1828; I have been captain, agent of the "Pilots' Association," and agent of the towboats, for several years; I am not now interested in the towboat business, but am now agent of the "Pilots' Association;" I have not been agent of towboats for seven or eight years past, nor interested in them; I have been and am now quite familiar with the English Turn and the river below it; the stretch below the Turn is straight for some distance; along the eastern shore, from McCall's flat up to the point, the shore is a bold shore—not quite up to the point, just below which there was a shoal, which, however, is not now there. Early in November, 1852, I think, the water was pretty well up—about one-third of the usual rise, I suppose; the river being at that stage, a steamship coming up from Gare's Plantation to the Point, could run at 30 to 50 feet from the bank with perfect safety.

I was down on board the boat when Captain Beauregard made a survey of that portion of the river; I witnessed soundings at the time on the eastern shore; in giving my statement as to how near a ship could run, I refer to these soundings.

I know the Towboat "Star," and her power and capacity. Such a boat, having on her starboard side a single ship and no other in tow, and desiring to come round to the eastern shore and there anchor the ship on that bank, if she unshipped her larboard wheel and came round with her starboard wheel and starboard helm, she would take a good half of the breadth of the river to come round; I refer to a vessel descending the river and coming round on the starboard helm to anchor a vessel on the eastern bank. A towboat similarly situated with a ship on her starboard, and desiring to come round on her larboard wheel and port helm to the western bank, the space required for such a turn would be much less than in the other case just cited. After passing the English Turn and going down the river, the ordinary course of a descending tow is about mid river. When a towboat with a ship or vessel on her starboard side is about to come around on her starboard helm, the usual order given is to ungear the larboard wheel, which enables her to come round in a much smaller space than if both wheels are turning.

Cross-examined by Mr. Hunt.

On examining Chart "O," Captain Herriman says:

There used to be a very strong eddy under the point running down; not so far as Gare's, I think; but there is not so much now of an eddy as there used to be, though there may be a small one still. The only time on which I have examined that part of the

river, for the last seven or eight years, was on my trip down in the "Star," with Major Beauregard, after the collision herein, to make a plat and survey of the river—the same time when James R. Jennings and Captain Rogers, of one of his steamers, went down on her.

S. HERRIMAN.

ROBERT M. LUSHER,
Commissioner.

Major G. T. Beauregard, being sworn, deposes and says:

I am in the service of the United States, as one of the engineers of the corps of engineers. Map "O" is a copy made by Lieutenant Stevens, my assistant, and agrees perfectly with the original, made by myself. The base-line, taken by measurement, and measuring 2,000 feet, was taken on the western bank of the river, opposite the place where the distance across the river is marked. This distance, Garr's sugar house, Lessep's plantation house, and the dwelling at Bellechasse, are all laid down by triangulation. The two turns below and above are given from information of persons on the spot, and from general view, and are, I believe, about correct. I am convinced, it does not vary a half a mile, in the whole distance, from the actual truth. I assisted in the soundings, made from opposite Garr's house, up to the point. The shore there was what I consider a bold shore. We ran along, sounding from fifty to sixty feet from the shore, and found the depth to vary from about five to eight fathoms, as near as I can recollect. This sounding was made some time in November, 1852, I believe. The water was low at the time, just about as what it was last November.

Cross-examined by Mr. Hunt.

I cannot say positively whether the river was very low at the time, but, from the soundings made, I remember that it was low. I refer to soundings made at the S. W. Pass, about that time.

G. T. BEAUREGARD,
Capt. and Brt. May, &c.

ROBERT M. LUSHER,
Commissioner.

Captain Solomon Disney, being sworn, deposes and says:

I am captain of the Steam Towboat "Anglo-Saxon" and towboating. I am not interested in any of the towboats, but am employed at wages. I have known Captain Foote since 1851; he was with me from the latter part of 1851, up to May, 1852, I think. I was on the Steam Towboat "Hercules," of the Ocean line, at the time—the line belonging to Captain Snow and others. Foote was put aboard as pilot. I was requested, by Captain Snow, to teach him piloting. (Objected by Mr. Hunt.) He used to steer the boat, or attend to the steering of the boat, when I was not on deck; but he

was not fit for it. I thought that he could never learn to be a pilot, as on foggy nights, when it was dark, I had to stay on deck to watch him, and avoid his getting lost entirely. He could not tell me, at any part of the night, in what part of the river we were, but seemed to be lost. I never made any efforts whatever to teach him, further than to stand watch with him. He was on regular monthly pay, receiving, I think, $90 per month. I was two or three times asked how I got along with Foote. I stated always that he was no pilot, and that I got along the best I could with him. I mean that I was asked by the owners of the boat. I think that Foote still belonged to the boat, when I left her, but I am not certain; I went away to the North, and do not know what became of him afterwards. On further reflection, I think that Foote had left the "Hercules," and gone on Smith's boat—the "Die Vernon"—as captain, in place of Smith—discharged, before I left the Hercules for the North. I know Peter Curran, and have known him for eighteen or nineteen years, I think. I have known him as deck-hand, and as steersman and pilot. He has never been with me as pilot on a boat. Every one thinks him a first-rate pilot, *i.e.* among steamboat men. Whenever there is a vacancy, he can get into it, if he wants it. I would give him a place myself, if he wanted it. He has a first-rate standing, as a pilot, among steamboat men; takes a glass, occasionally—I believe so does Captain Kinney—but almost all men take a glass. I call Curran a sober man; I have never seen him out of the way in my life, to my knowledge. As to Captain Kinney, I had rather not answer anything either for him or against him, as to his sobriety or otherwise.

Cross-examined by Mr. Hunt.

The Towboat "Anglo-Saxon" belongs to the Star line—Mr. Stanton's—Captain Snow has no interest, to my knowledge, in her. I have no interest in any towboat hired by the month. All the towboat companies have, within the last year, I believe, joined together; but, in case of damage, each company pays for its own boat. The profits are divided, according to the capacity of each boat, I believe. I am on friendly terms with Captain Foote. He was not discharged from the "Hercules" for incompetency. Had no other pilot, when I was with him, on the "Hercules," than Foote. The "Hercules" was part of the time actively engaged, while he was on her; sometimes laid up. Captain Foote got the usual salary given to pilots on the river. A captain's salary is higher than a pilot's, in the tow trade. The "Die Vernon" was bought in, I believe, by all the towboat companies for a job-boat; I cannot swear that she was a job-boat when Foote was put in command of her. She was bought in, because she was an opposition towboat. Captain Snow was interested in one of the companies—the Ocean line—that bought the "Die Vernon." Foote ran with me, about a month, in the latter

part of 1851, and up to the month of May, or latter part of April, 1852. I know that he was put, as pilot, on the line of propellers, that ran between this city and New York, regularly. I don't know that I ever heard of his having sunk a boat, or had a collision, except in the present instance.

Speaking of Peter Curran, as "taking a glass occasionally," I meant that I had sometimes heard of his getting tipsy, but I never saw him so. He has not the reputation of a man who is in the habit of getting drunk. He takes a spree sometimes, I have heard. I have heard some river men say so.

Captain Foote, at the time he was with witness, was a sober man; his incompetency did not result from drunkenness.

I did not mean to say that Captain Kinney was so much of a drunkard that I would not believe him under oath. I would believe him under oath. I have not yet said that he was a drunkard. I said that he took a glass. I hardly know how to answer the question—whether Kinney is a drunkard or not. I have sometimes seen him sober, sometimes drunk. I have seen him drunk within the last six months.

Direct resumed.

The "Die Vernon" was an old up-country boat cut down, and running as an opposition Towboat, and she was nearly worn out when she was bought in by the Towboat Association. Kinney has been employed some three or four years, I think, as pilot for the steamships. He is now employed in the United States Mail Steamship Company, and has been for some time.

Cross-examined.

I have been on the river since 1835.

S. DISNEY.

ROBT. M. LUSHER,
Commissioner.

I, Robt. M. Lusher, a Commissioner of the United States for the Eastern District of Louisiana, certify that the foregoing depositions of Stephen Herriman, G. T. Beauregard and Solomon Disney, were taken before me, on the 7th day of January, 1854, with the consent and concurrence, and in the presence of the Proctors of the respective parties named on folio 1 of this record; that the same were reduced to writing by me, in the presence and under the dictation of the said witnesses respectively, and by them severally subscribed, in my presence, after reading of the same.

I further certify that I am not of counsel or attorney to any of the parties in the suit of the "Ocean Towboat Company" and Steamship "Crescent City," and Ship "Ocean Queen," &c., in which the said depositions were taken, nor in any way interested in the event thereof.

In testimony whereof, I hereunto set my hand and seal, at New Orleans, this said seventh day of January, A.D., 1854.

ROBT. M. LUSHER,
United States Commissioner, Eastern District of Louisiana.

Commissioner's Fees, $6 30, paid by "Ocean Towboat Co.," Walton, Agent, &c., January 21st, 1854.

ROBT. M. LUSHER,
Commissioner.

United States District Court, Eastern District of Louisiana.

CHARLES HILL et al., owners of Ship "OCEAN QUEEN," *v.* Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6828.

3.—*Deposition, J. D. Young, (for Towboat "Star").*

Read in evidence for Towboat "Star," January 23d, 1854.

United States of America, Eastern District of Louisiana, City of New Orleans.

Be it remembered, that on this 17th day of December, in the year of our Lord one thousand eight hundred and fifty-two, before me, M. A. Foute, a Commissioner, duly appointed by the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, under and by virtue of the Acts of Congress, entitled "An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed February 20th, 1812, and the Act of Congress, entitled "An Act in addition to An Act, entitled 'An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States,'" passed March 1st, 1817, and the Act passed September 24, 1789, entitled "An Act to establish the Judicial Courts of the United States," personally appeared John D. Young, residing out of the State of Louisiana, a witness, of sound mind and lawful age, for the Towboat "Star," in a civil suit now depending in the District Court of the United States, in and for the Eastern District of Louisiana, wherein Charles Hill et al., owners of the Ship "Ocean Queen," are libellants, and the Steamship "Crescent City" and owners, and the Towboat "Star" and owners, are defendants; and the said John D. Young being by me first carefully examined, and cautioned, and sworn on the Holy Evangelists of Almighty God, to testify the whole truth, and nothing but the truth, did depose and say: as follows in the pages from one to five inclusive, and hereunto attached.

John D. Young, being first duly sworn, deposes and says:

Witness is Master of the British Brig "Telegraph." On the night of the 3d November, 1852, my brig was in tow of the Towboat "Star," astern. On rounding the Turn, I observed the Steamer "Crescent City" coming up the river on the eastern bank, and the towboat was in the middle of the river under moderate steam. It was a clear starlight night. Both banks of the river were perfectly visible. Just before the collision took place, the "Crescent City" sheered out to the middle of the river, and came in contact with the ship on the larboard side Towboat "Star," and broke her loose from the boat, and she came down towards me. They let go my hawser on board the towboat, fortunately, which enabled me to clear the ship without receiving any damage. While near the ship, witness heard her captain, or some one I supposed to be the captain, on the quarter-deck, call to the "Crescent City" to come alongside, that his ship was cut to the water's edge. The "Crescent City" apparently took no notice of him, but got her head up the river, and left them without noticing what damage she had done. We both (my brig and the ship) got over on the west bank of the river. The towboat, after anchoring her other ship, came to the relief of the disabled ship, and brought her up to the city. When witness first saw the "Crescent City" she appeared to be some four or five miles off. Had she have kept her course, or her position on the bank of the river, she never could have come in contact with the towboat. The "Crescent City" appeared to be heading, when she struck the ship, on an angle across the river. Had she been heading any other way, she must have struck the ship directly on her broadside or stern on. Immediately after the collision the "Crescent City" was laying across the river, with her head toward the western bank. I heard the bell of the "Star" a few moments before the collision. Witness did not know what the bell was rung for. The Towboat "Star" had her lights out, and so also had the "Crescent City." The lights of the "Star" could be seen by those on board the "Crescent City" at some distance. Witness has been coming up and going down the Mississippi River five or six times a year, winter and summer, since the year 1844. Witness is well acquainted with the locality of the river about the place the collision occurred. Witness considers that there was room enough for two steamers to pass on either side of the "Star." Immediately after the collision, witness threw his lead over, and did not touch bottom with ten fathoms line. It was nearer the west bank where witness threw his lead. Witness believes that the "Star" was in her proper position going down. She was as near the middle of the river as possible. If the "Crescent City" had kept her head up the river, from the moment that witness was able first to see her hull, she would have passed the tow without coming in collision. Witness was walking on the quarter-deck of his brig from the time he first saw the "Crescent City" until she struck.

Witness considers that the collision was entirely attributable to the fault of the pilot or owner of the "Crescent City."

Cross-examined by the Counsel for the "Crescent City," witness answers:

From the time witness first saw the "Crescent City" until the moment of the collision, he did not lose sight of her, except when she sheered across the river, and came in contact with the ship. Then witness lost sight of the hull of the "Crescent City," but saw the lights all the time. During all this time, it was evident to witness that the "Crescent City" was coming up the river close to the eastern bank. The "Crescent City" had three lights—a white light aloft, and a colored light on each wheel-house.

As soon as we rounded the Turn, I saw the "Crescent City." She was near the other end of the reach. Witness does not know how long the reach is; but supposes that it is some three or four miles. I suppose that it was about fifteen or twenty minutes from the moment I first saw the "Crescent City" until she came in collision. Witness does not recollect how long before the collision the bell of the "Star" was rung; but it was some four or five minutes witness would suppose. The bell was rung some time after witness first saw the "Crescent City." The "Star" was still going on down the river while her bell was ringing, but under very slow steam. When the collision took place, the "Star" was still going ahead very slowly. She had stopped her steam. The current was carrying her ahead. Witness heard no hail to the "Crescent City" before the collision. Witness supposes that he was forty fathoms astern of the "Star." Witness supposes that the "Crescent City" must have been a half a mile off when the "Star" rang her bell—a sufficient distance to give her time to alter her course and get out of the way, even under the power of steam which she must have had on her at the time of the collision. At the point of the Turn, there is a shoal on the eastern bank of the river.

The shoal does not run below the Turn, but is just at the point. The "Star," with her tow, was nearer the western than the eastern bank, if beyond the middle at all. In coming up around the Turn, vessels usually keep the eastern shore; in going down they keep the western shore.

J. D. YOUNG.

Sworn to, and subscribed before me, this the 17th day of December, A.D. 1852.

MARCELLUS A. FOUTE,
U. S. Commissioner.

United States of America, Eastern District of Louisiana, City of New Orleans.

I, M. A. Foute, a Commissioner duly appointed by the Circuit Court of the United States for the Fifth Circuit and Eastern District

of Louisiana, under and by virtue of the Acts of Congress, entitled "An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed February 20th, 1812, and the Act of Congress, entitled "An Act in addition to an Act, entitled, An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed March 1st, 1817, and the Act passed Sept. 24, 1789, entitled "An Act to establish the Judicial Courts of the United States," do hereby certify that the reason for taking the foregoing deposition is, that the witness resides out of the State and District. I further certify, that W. H. Hunt, Esq., of counsel for Steamship "Crescent City," was present at the taking thereof, put interrogatories to the witness aforesaid. I further certify, that on the 17th day of December, A.D. 1852, I was attended by said counsel for Steamship "Crescent City," and C. A. Taylor, Esq., representing W. C. Micou, Esq., of counsel for Towboat "Star," and the witness; and the witness was by me carefully examined, and cautioned, and sworn to testify the whole truth, and the deposition was by me reduced to writing, in the presence of the witness; and after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession, for the purpose of sealing up, directing, and forwarding it to the Court for which it was taken. I further certify, that I am not of counsel or attorney to either of the parties in said deposition mentioned, or in any way interested in the event of said civil cause depending between Charles Hill et als., owners of Ship "Ocean Queen," and Steamship "Crescent City" and owners, and Towboat "Star" and owners.

In testimony whereof, I have hereunto set my hand and seal, this 14th day of March, in the year of our Lord one thousand eight hundred and fifty-three.

M. A. FOUTE,
U. S. Commissioner, Circuit and District Courts U. S. for the Eastern District of Louisiana.

Commissioner's fee, $10, paid by Towboat "Star."

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL ET AL., Owners of Ship "OCEAN QUEEN," *v.* Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6828.

4.—*Deposition of John J. Davis.*

Read in evidence for Towboat "Star," January 23d, 1854.

United States of America, Eastern District of Louisiana, City of New Orleans.

Be it remembered, that on this 19th day of January, in the year

of our Lord one thousand eight hundred and fifty-four, before me, W. O. Denegre, a commissioner duly appointed by the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, on the day of , 1848, under and by virtue of the Acts of Congress, entitled "An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed February 20th, 1812, and the Act of Congress, entitled "An Act in addition to an Act, entitled 'An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States,'" passed March 1st, 1817, and the act passed September 24, 1789, entitled An Act to establish the Judicial Courts of the United States, personally appeared Captain Jno. T. Davis, residing , a witness, of sound mind and lawful age, for the Towboat "Star," in a civil suit now depending in the District Court of the United States, in and for the Eastern District of Louisiana, wherein Hill and al. are libellants, and the Steamship "Crescent City" and the Towboat "Star" are the respondents, and the said Jno. T. Davis being by me first carefully examined and cautioned, and sworn on the Holy Evangelists of Almighty God, to testify the whole truth, and nothing but the truth, did depose and say.

Capt. John J. Davis, a witness on behalf of the Towboat "Star," being duly sworn, deposes:

I reside in this city; I am now engaged in the towboat business; I am not interested in the Ocean towboat. I am acquainted with Captain A. J. Frost; known as a pilot; I have known him for four years. During a part of that time he has been in the towing business; he has also piloted some steamships up and down the river; now he is acting as a boat keeper, I think, at the Balize, learning his business as a Balize pilot; he has never served as a pilot on board of any vessel in which I was engaged with him. Being asked if he knew the reputation of Foot, or his capacity as a pilot, and his means of information, answers: I should think, he was not a competent pilot on the river; I do not think he is a competent pilot, because he has not been on the river long enough, in my opinion, to know; I know of his being engaged on the "Ben Franklin" and on the "William Penn;" I cannot say how long he was on those vessels; I should think a month; I cannot say whether on one or both; I am acquainted with Captain Marks; I cannot say that Captain Marks was on board with Foot on either of those vessels; there was another pilot engaged on those vessels, but not while Captain Foot was on board. The person engaged as the pilot on the same vessels was Captain Griffeth. There are no other circumstances within my recollection assisting in coming to the conclusion which I have expressed in regard to Captain Foot's capacity as a pilot.

Cross-examined.

I knew Captain Foot some six or seven years ago to be mate of a ship; I do not think that he was a pilot on the river till some four years ago; he never was on the river till that time. I am now Captain of the Towboat "Thomas McDaniel;" I presume that the towboats are all united together now in one association.

Re-examined.

I have been engaged in the towboat business between New Orleans and the Balize for the last twelve years; Captain Foot has served as pilot on the "Caledonia" and on the Hercules for a few trips; I know of no other vessels on which he has served as pilot.

Cross-examined.

I have served on the river as pilot and captain for twelve years; before that I have served my time as deck hand, steersman, and mate for two years. From mate I was made a pilot.

JOHN J. DAVIS.

United States of America, Eastern District of Louisiana, City of New Orleans.

I, W. O. Denegre, a Commissioner duly appointed by the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, under and by virtue of the Acts of Congress, entitled, "An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed February 20th, 1812, and the Act of Congress, entitled, An Act in addition to an Act, entitled, "An Act for the more convenient taking of affidavits and bail, in civil causes depending in the Courts of the United States," passed March 1st, 1817, and the Act passed September 24th, 1789, entitled, "An Act to establish the Judicial Courts of the United States," do hereby certify, that the reason for taking the foregoing deposition is, that the witness, I further certify, that notification of the time and place of taking the said deposition was made out and served on, requesting to be present at the taking thereof, and to put interrogatories, if may think fit, because I further certify that on the 19th day of January, A.D. 1854, I was attended by the witness and W. H. Hunt, Esq., on the part of the "Crescent City," and W. C. Micou, Esq., on the part of the Towboat "Star," and the witness; and the witness was by me carefully examined and cautioned and sworn to testify the whole truth, and the deposition was by me reduced to writing in the presence of the witness, and after carefully reading the same to the witness he subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding it to the Court for which it was taken. I further certify, that I am not of counsel or attorney to either of the

parties in said deposition mentioned, or in any way interested in the event of said civil cause depending between Hill et al. and the Steamship "Crescent City" and the Towboat "Star."

In testimony whereof, I have hereunto set my hand and seal this 20th day of January, 1854, in the year of our Lord one thousand eight hundred and fifty-four.

W. O. DENEGRE, [L. S.]
U. S. Commissioner, Circuit and District Courts, U. S., for the Eastern District of Louisiana.

Commissioner's Fee, $ paid by

U. S. District Court, Eastern District of Louisiana.

Owners of Ship "OCEAN QUEEN" } In Admiralty.
v. } No. 6826.
Steamship "CRESCENT CITY" and Towboat "STAR." }

Depositions of David Kinney and A. J. Foote.

1. That of A. J. Foote, read in evidence for Crescent City, January 23d, 1854. 9. That of David Kinney, read January 24th, 1854.

United States of America, Eastern District of Louisiana.

New Orleans, December 31st, 1853.

Be it remembered, that before me, Robert M. Lusher, a Commissioner of the United States, in and for said District, duly appointed on the 29th day of April, A.D. 1848, by the Circuit Court of the United States for the 5th Circuit and Eastern District of Louisiana, under and by virtue of the Acts of Congress, entitled, "An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed February 20th, 1812, that "in addition thereto, passed March 1st, 1817, and that of September 24th, 1789, to establish the Judicial Courts of the United States." On the said thirty-first day of December, A.D. 1853, personally appeared David Kinney and Andrew J. Foote, men of sound mind and lawful age, witnesses for the claimants of the Steamship "Crescent City," respondents in a certain cause in admiralty, now pending in the District Court of the United States for said Eastern District of Louisiana, and entitled Charles Hill and others, owners of the Ship "Ocean Queen," *v.* The Steamship "Crescent City" and the Towboat "Star," No. 6824 of the docket of said Court. And the said witnesses, above and hereinafter named, having been by me first carefully examined and cautioned, and sworn on the Holy Evangelists to testify the truth, the whole truth, and nothing but the truth, they did severally depose as hereinafter set forth.

Examined by Mr. W. H. Hunt.

David Kinney, being duly sworn, deposes, that he is a pilot on

the river, and has been such for twenty-five years, between New Orleans and the Passes; a steamship pilot since steamships were first introduced on the river. In November, 1852, witness was engaged with Captain Wilder as one of the pilots on the line to which the "Crescent City" belonged. Captain Wilder's family then being sick, witness undertook to get some one to pilot up the "Crescent City," and did get Captain A. J. Foote to do so. Captain Foote was recommended by Captain Marks and Captain Snow, in whose concern he had been a pilot, and by others. Witness had known Captain Foote for six years or thereabout, and knew his reputation as a pilot. He thought him to be among the best of pilots—the very *best* pilot for this purpose, as he had been piloting the propellers on the river. Witness gave him a letter when he engaged himself to Captain Davenport of the "Crescent City."

Witness knows the locality of the river at the "English Turn" and the position of the channels. On examining the chart "O" before him, witness says that there is an eddy on the eastern shore, commencing chock up on the point A. and extending down at times as far as Garr's plantation, or as far down as the willows. These willows are about 100 yards above the boat-house in front of Garr's sugar-house. Witness says that on the chart the river is represented too straight, about the willows; there should be little more of a point in it. A wind from the northward would blow the current, so that it would be straighter higher up, than if the wind blew from the southward and eastward. On ascending the river below the point of the English Turn, the proper course of a boat is to hug the eastern shore, more particularly if the wind is right down or from an eastern quarter. It is proper for an ascending boat to keep on the outside of the eddy as much as possible, so as to have her head in the true current. On nearing the point, it is customary to keep on the outside of the eddy, so as to strike the true current fair with the bow of the vessel as she turns the point. The width of the eddy depends on the wind; with an easterly wind, this eddy, on the eastern bank, would be wider than with a northerly or northwesterly wind, which blows the true current in. A high stage of water makes the eddy wider.

The course of a descending towboat round the point would be, in leaving Morgan's lower plantation, as follows.

WITNESS.—I would keep down the middle of the river till near the point, and then, according to the winds, I would share the starboard eddy as near as possible in rounding the point, knowing that the short turn always makes the tow carry a strong port-helm on account of the current pressing hard against her larboard quarters. I have often known tows to come to so as to catch the larboard or eastern eddy. Witness says that in a high stage of water, and with a south and easterly wind, the eastern eddy would be wider. A tow coming down the river is not in her proper place, if in or near this eastern eddy; she should be nearest the western shore, as far down as Benja-

min's. Witness knows Peter Currants. He is a pilot on the river. Knows of his having been on the "Diana," when she had a collision. He was also on the "Post Boy," when she ran into the bank and sunk. Witness knows that he has been unfortunate as a pilot. He has also been with witness as a pilot—10 or 12 years ago, and he then considered him a good pilot.

Cross-examined by Mr. Micou.

In saying that he *then* considered him a good pilot, witness does undertake to say, that he is not now a good pilot; he has not been with him since. In the collision with the Diana, witness was on the "Ohio." The collision was between these two vessels. Witness has had no other serious collision—none at all except in the case of the "Post Boy," which was commanded by witness. Witness does not consider a collision as evidence of incompetency in the pilot in charge of the vessel; such things might happen to the best of men.

The neighborhood of the English Turn is a difficult place of navigation, in consequence of the eddies there. When the river is high, this difficulty exists for vessels either ascending or descending. The eddies at this point, on both sides, nearly disappear when the river is very low, which is the case at present. There is a batture below the point, which is exposed in low water. When the water covers the batture under the point—nearly on the 2d point (which is now laid down on the map)—the water over this batture is shoal.

Witness does not know where the "Star" and her tow were in the collision with the "Crescent City," and has never heard. In saying that a descending tow would be out of her place, if near the eastern eddy, witness did not intend to apply his remark to the present case; it was a general remark.

Witness had never known Captain Foote as pilot of a side-wheel steamship, before he was employed on the "Crescent City." Captain Foote is now present.

D. KINNEY.

Sworn to and subscribed at New Orleans, this 31st December, 1853, before

ROBERT M. LUSHER,
U. S. Commissioner.

Examined by Mr. W. H. Hunt.

Andrew J. Foote, being duly sworn, deposes, that he was the pilot of the Steamship "Crescent City" on the night of the 5th November, when she came into collision with the "Star." Witness had been running on the river since the fall of 1842—as mate, pilot, and captain. He had previously acted as the pilot of the steam propellers "Wm. Penn," "Benj. Franklin," and the man-of-war "Fulton"—steamship. Had been the regular pilot of the propellers for about ten months. The "Fulton" was a side-wheel steamship.

Witness brought up the "Crescent City" on the occasion in question. When witness struck that stretch of the river below the point of the English Turn, he took the eastern side of the river, as near the bank as it was prudent and usual to run. He had run up this eastern shore about two miles, when he descried what afterwards proved to be the Towboat "Star." This stretch, witness supposes, is about four miles long. Witness was on the lookout, standing on the top of the pilot-house, over the man at the wheel. There is a scuttle in this pilot-house, it was open. I talked to him right through. There was a man on watch forward—in the bow, and he had been there ever since the ship entered the river. The officer of the deck, Mr. Renshaw, was also on deck, in front and alongside of and about the pilot-house, on duty. When I first saw the light, it was about a point on my port-bow. As I kept on, it drew directly ahead. I told the man at the helm that that was a tow ahead, and to keep close in to the eastern bank, for that was our position. He continued to keep close in shore. As we approached the tow, I told him to slow the engines, remarking to him that that was a tow ahead, either bound up or at anchor. He did slow her. I remarked this to the man at the wheel, because she, the towboat, was so close in to the eastern shore. The man at the wheel said that he could not see any opening between the bank and the tow. I then told him to put his helm to starboard and go outside of the tow, as I could see no opening between the tow and the bank to allow the "Crescent City" to pass with safety. As soon as I saw it to be a tow coming down stream, I ordered the engines to be stopped and to be backed. They were stopped and backed from five to seven turns, as well as I can recollect. In spite of this, the collision took place.

The towboat, at the time the vessels came together, was heading about two points towards the western shore; the "Crescent City" was heading from three to four points off towards the western shore. When the collision took place, I continued backing, till I backed clear of the ship about half the length of the Steamship "Crescent City." Then, not being able to back any further with safety, being so close to the eastern bank, I hoisted the jib to pay the steamship's head up the river—there being not room enough for me to get headway to go clear of the ship otherwise.

When we came in collision, the "Crescent City" was *not* going with force. From five to ten minutes before, we had commenced to slow the engines. We had slowed our engines before we turned out to go by the tow. Captain Davenport appeared, just after the collision, when the bows of the boats were still together. I think that he had turned in, before the collision. His room is separated from the pilot-house only by a thin partition. When he came out, he said to me: Pilot, how did this happen? I remarked to him, that I was in my right position.

At the time of the collision, I should judge that the "Crescent

City" was about twice her length from the eastern bank. I do not know the length of this vessel. We were about three-quarters of a mile below the upper point of the English Turn: when we backed, we were just opposite the willows, about sixty yards above Garr's Boathouse. The vessel was in the eddy at the time of the collision: I know so, because the stern of the steamer kept swinging up stream, while she was backing, and while laying still; instead of drifting down stream, the vessel rather drifted *up* stream, if any thing. I am confident that when I first saw the towboat and vessels, they were not in the middle of the river, but were in the proper position for vessels bound up or at anchor. I put my helm to starboard, because I could see no opening or chance for the "Crescent City" to pass between the tow and the eastern bank of the river.

Considering that the tow was a vessel bound up or at anchor, from her proximity to the eastern shore, I took the outside because it was my proper position. If I could have seen between the bank and the tow, it would have been my position to hug the eastern shore up to the point. I heard the bell of the towboat just at the moment of the collision, when it was too late to prevent it. I had not heard it before. We were then backing, and the steamer had been backing before any alarm was heard. If we had been going at full headway we should probably have sunk the ship and steamboat. I remarked to the Captain, at the time, that the damage could not be much, as we had but little headway. I examined where the injury was on the "Crescent City;" it was on the starboard bow, the main break being about ten feet from the stem. I have commanded boats for Captain Snow, and also acted as pilot, in his employ, for about 9 or 10 months in all, and through his recommendation, I was put in command of the Towboat "Die Vernon," in the ownership of which he was interested, and commanded her about five months.

If the ship in tow had had a light aloft, she would have been more visible than she was, and might to some extent have caused the collision to be avoided.

Cross-examined by Mr. Bradford.

It is not customary for vessels in tow on the Mississippi River, to carry any lights; the only lights carried are on the towboat itself—this is the usage.

Cross-examined by Mr. Micou.

I took the "Fulton" up and down some four or five times. I think she was a man-of-war steamer, smaller than the "Crescent City," if anything, a faster vessel. On ascending the river the speed of the "Crescent City" was from 8 to 10 knots, before she shut off steam. After she shut off steam, she must have come down to 4 or 5 knots, slacking gradually. When I gave the order to slow the "Crescent City," we were about a mile and a half below

the point of collision. When I first saw the towboat, we were about a mile and three-quarters more than that below the point of collision. The order to starboard the helm, I gave not more than two or three minutes before the collision. I cannot state the exact time. Before giving this order, we had been running about twice the length of the steamship from the bank, as near as we deemed it safe or prudent to go. I cannot state how many revolutions the engines made after giving the order to starboard the helm, before the orders were given to stop her and back her.

The eddy extends from the point below the boathouse at Garr's, when the water is high. I am not able to state the precise stage of the water at the time of the collision; but there had been a considerable rise. If I had supposed that the tow was descending the river, I should have kept near the eastern shore. I was conscious of being in the eddy before I gave the order to starboard the helm. I did not ring any bell on board the steamship. After I gave the order to back her, I can say with certainty, that there were five to seven revolutions of the engines.

Direct resumed.

I guess at the number of revolutions from the time when the order was given to back, until the collision took place.

A. J. FOOTE.

Sworn to and subscribed at New Orleans, this 31st December, 1853, before

ROBT. M. LUSHER,
United States Commissioner, Eastern District of Louisiana.

It is admitted that Captain A. J. Foote will state the only hail he heard after the collision, was a question addressed by some one on the "Ocean Queen" apparently to the "Crescent City," as to what ship she was? To this the officer of the deck replied, the "Crescent City," and the steamship passed.

MICOU,
For the "Star."

HUNTER & BRADFORD,
For "Ocean Queen."

January 23d, 1854.

I, Robt. M. Lusher, Commissioner of the United States, duly appointed and qualified as aforesaid, certify that the reason for taking the foregoing depositions is, that the witnesses, David Kinney and Andrew J. Foote, according to their own declarations on oath, are about to proceed on a voyage to sea, to a greater distance from New Orleans than 100 miles.

I further certify, that due notification was made out and served on the Proctors of the adverse parties, residing in this city; that on the said 31st day of December, A.D. 1853, I was attended by Wm. H. Hunt, Esq., for the claimants of the Steamship "Crescent City,"

Wm. C. Micou, Esq., for the claimants of the Towboat "Star," and E. A. Bradford, Esq., for the libellants, owners of the "Ocean Queen," and by the witnesses (duly subpœnaed, according to law); and the said witnesses, after being duly sworn, were examined, and their depositions, hereinbefore contained, were by me reduced to writing in their presence, and by them duly subscribed.

I further certify, that I am not of counsel or attorney to either or any of the parties in the said depositions mentioned, or in any way interested in the event of said civil cause in admiralty, depending between the said Steamship "Crescent City" and Towboat "Star," and the owners of the Ship "Ocean Queen," in the District Court of the United States for said Eastern District of Louisiana.

In testimony whereof I hereunto set my hand and seal, at New Orleans, this said 31st day of December, A.D. 1853.

ROBERT M. LUSHER,
United States Commissioner, Eastern District of Louisiana.

Costs of foregoing proceedings, &c., fifteen dollars and seventy cents, paid by J. R. Jennings, agent of owners of Steamship "Crescent City," January 5th, 1854.

LUSHER,
Commissioner.

United States District Court, Eastern District of Louisiana.

CHARLES HILL and others, owners of Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and Towboat "STAR."
} In Admiralty. No.

Depositions of (2*d*), *Wm. R. Damon, and* (3*d*), *Edward Renshaw.*

Read in evidence for "Crescent City," January 23d, 1854.

District Court of the United States. Holding Sessions at New Orleans, in and for the Eastern District of Louisiana.

To any commissioner of the State of Louisiana, residing in the State of New York.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Edward Renshaw, John Weidenburg, William R. Daman, John Moran, and Edward Stedman, and them duly examine on oath, touching and concerning certain matters and things in a case now depending in the said Court, wherein Charles Hill et al., are libellants, and Steamship "Crescent City," and Towboat "Star," are respondents; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ:

Witness the Honorable Theo. H. M. McCaleb, Judge of the District Court of the United States, at the City of New [SEAL.] Orleans, this seventh day of January, Anno Domini, 1853, and the 77th year of the Independence of the United States of America.

N. R. JENNINGS,
Clerk.

State of New York, *ss.* City and County of New York, *ss.*

On this fourth day of February, A. D. 1853, I certify, that the return to this commission appears in a certain schedule of 13 pages hereto annexed: That all the proceedings herein attested here had as herein fully appears. I certify that my fees are fifteen dollars, and that I have received them from owners of the "Crescent City."

[SEAL.] A. OAKEY HALL,
Commissioner for Louisiana in State of New York.

United States District Court.

CHARLES HILL et al.
v.
Steamship "CRESCENT CITY," and Towboat "STAR." } In Admiralty.

Interrogatories to be propounded to Edward Renshaw, a witness in behalf of Steamship "Crescent City."

First. Are you an officer of the United States Navy? If so, of what rank?

Second. Were you on board the Steamship "Crescent City," on the 5 November, 1852? If so, in what capacity were you then acting on board said steamship?

Fourth. Were you on duty on the night of the 5th November aforesaid, at the time said steamship and the Ship "Ocean Queen," in tow of the Towboat "Star," came in collision? If so, how did the collision occur? where? when? State fully all the facts you may know.

Fifth. Did you hear the ringing of the bells of the "Crescent City," to slow or stop her engines, or to back her wheels, or did you hear any verbal orders to that effect, before the vessels struck? If so, how long before the collision did you hear such ringing of bells or verbal orders; what were the orders, and by whom were they given?

Sixth. Was any one forward on the lookout on the "Crescent City," before or at the time of the collision? If so, who? Were there any lights burning on the "Crescent City?" If so, how many and where were they? Were there any lights on the Towboat "Star," or on any of the ships or vessels in tow with her? If so, what lights?

Seventh. Did you have occasion to examine how far the "Crescent City" was from the shore at the time of, and after the collision? If so, how far were you from the eastern bank of the river? What was the position of the other vessels?

Eighth. Do you know any facts other than you have already stated, which would go to show that the collision occurred through the fault and negligence of the Towboat "Star" and the "Ocean Queen," and not through any fault or negligence on the part of the "Crescent City?" If so, what do you know? State the same as fully as though you were hereunto particularly interrogated.

WILLIAM H. HUNT,
Proctor for "Crescent City."

No cross-interrogatories. All legal exceptions reserved.

HUNTON & BRADFORD,
Proctors for Libellants.

NEW ORLEANS, January 5th, 1853.

Cross-interrogatories for Towboat Company:

1st. What orders were given before the collision, and who gave them? State all the orders, and how long a time elapsed between them, and by whom given?

2d. What orders were given by the captain, after he came on deck? and what answer was made by the pilot?

3d. How far from the east shore had your ship been running before the collision?

4th. Have you not reason to believe, and what are your reasons, that the pilot of your ship made some mistake in manœuvring the ship, and state fully and particularly all that is within your knowledge on this point?

BENJAMIN & MICOU,
For Towboat Company.

U. S. District Court.

CHARLES HILL and others,
v.
Steamship "CRESCENT CITY," and Towboat "STAR." } In Admiralty.

Interrogatories to be propounded to William K. Daman, John Moran, and Edward Stedman, witnesses in behalf of the Steamship "Crescent City:"

1st. What is your age, what your occupation, and where do you reside?

2d. Were you a passenger on board the Steamship "Crescent City," on her voyage from New York to New Orleans, in the early part of November, 1852?

3d. Did you witness a collision that took place in the Mississippi River, on the 5th November, 1852, between said steamship and the Ship "Ocean Queen," then in tow of the Towboat "Star?" If so, where were you before the collision, and at the time of the same?

How far off was the Towboat "Star" when you first saw her? What was her course, from the time you first saw her, and her tow, up to the time of the collision? How was she heading then?

4th. How far from the eastern bank of she river was the "Crescent City" when she struck? How was she heading? Was there room enough for her to pass between the tow and the eastern bank? Could you see any opening between the vessel in tow astern, and the eastern bank of the river, at the time of the collision? If so, did such opening appear sufficient to admit of the passage of the "Crescent City" with safety?

5th. How did the collision occur? State fully all you may know?

6th. At the time the vessels struck, how were the wheels of the "Crescent City" moving? When did they commence backing?

7th. Had the "Crescent City" any lights hung out? If so, what lights? Had the Towboat "Star," or any of the vessels in tow, any lights? If so, what lights?

8th. How near the east bank of the river was the "Crescent City" after she struck?

9th. Did you hear any hail from the towboat, or any of the vessels in tow, before the collision? Did you hear the large bell of the towboat ring before the vessels struck? If so, how long before?

10th. Do you know any other facts than you have already stated, which would benefit the "Crescent City" in this cause? If so, state the same as fully as though you had been thereunto particularly interrogated.

WILLIAM H. HUNT,
Proctor for "Crescent City."

No cross-interrogatories—all legal exceptions reserved.

HUNTON & BRADFORD,
Proctors for Libellants.

Cross-interrogatories on behalf of the Towboat Company:

1st. Were you awake at the time of collision, and how long had you been so? Where were you at the moment? State particularly? What first startled you or attracted your attention?

2d. Are you acquainted with the river at the place of collision? Have you ever been engaged in navigating it?

3d. How many passengers were on deck when the collision occurred?

4th. If you notice any fault on the part of the pilot of your ship, state fully what it was.

BENJAMIN & MICOU,
For Defendants.

U. S. District Court.

CHARLES HILL and al.
v.
Steamship "CRESCENT CITY." } In Admiralty.

Deposition of Edward Renshaw, and William K. Daman, Esqrs.,

witnesses produced, sworn, and examined the fourth day of February, A. D. 1853, at the City of New York, before me, the undersigned, by virtue of a commission issued in the above-entitled action, now pending, as above entitled, directed to any Commissioner of the State of Louisiana, residing in the State of New York, as fully appears. To wit:

Edward Renshaw, a witness produced on the behalf of the "Crescent City," is by me sworn, and the questions under the commission severally put and by him answered under oath in my presence as follows:

To the first interrogatory he answers as follows:

I am an officer in the United States Navy, of the rank of Passed Midshipman.

To the second interrogatory, he answers as follows:

I was on board the Steamship "Crescent City" on the day now inquired of, and acting in the capacity of third officer. And between the hours of eight and twelve at night of that day, I had charge of the deck, or rather was officer of the deck.

To the fourth interrogatory (the third being either omitted or this interrogatory wrongly numbered), he answers as follows:

I was upon duty at the time inquired of. At about 12 o'clock, when the "Crescent City" was going up the Mississippi River hugging the east bank of the river, about twice her length therefrom, or rather less, I think, I observed the light of a vessel directly ahead of the steamer, at about a mile distant. From her position, she being also very near the east bank, I presumed the vessel must also be going up the river, that being the usual position of vessels going up the stream, therefore being engaged in other duties, I paid no further attention to her until I heard the pilot direct the quartermaster or man at the wheel to slow her, and directly afterwards to put the helm hard a-starboad, both of which were done. Seeing then that a collision was inevitable, I called to the engineer down the hatch to back her strong, which he did instantly. The vessels soon afterwards came in collision, the "Crescent City" having made some backward revolutions before they struck. After the vessels separated about half a ship's length, I observed that the "Crescent City" was so near the east bank as to be in danger of backing into the shore. I cannot state particularly where the collision occurred, except that it was about twenty or twenty-five miles below the City of New Orleans, and very near the east bank of the stream.

To the fifth interrogatory he answers as follows:

I heard the bell ring to slow her, and I myself gave the verbal order to back her—both were done before the vessels struck, as I have before stated; I cannot state the exact time that elapsed after giving these orders and before the collision, but when I gave the order to back, the order to slow had been given by the pilot and obeyed, and the engine was moving slow when I gave the last order,

and when I gave the order to back, that was obeyed, and some backward revolutions were made. But before the entire headway of the steamer was stopped the collision occurred. The whole interval could not have been many minutes.

To the sixth interrogatory he answers as follows:

There was some one forward as inquired of. One of the men whose name I do not now remember was forward on the "Crescent City," on the look-out, before and at the time of the collision; he was stationed there by my order; there were three lights burning on the "Crescent City" at the time, one on each paddle-box or wheel-house, and one at the top of the smoke pipe, the most conspicuous places which could be selected; I saw but one light on the other vessels, whether it was on the towboat or one of the ships in tow, I cannot tell.

To the seventh interrogatory, he answers as follows:

I had occasion to examine how far the "Crescent City" was from the shore before the collision, being myself officer of the deck, and I noticed it particularly immediately after the collision, because when backing away from the Ship "Ocean Queen," and when the "Crescent City" had backed about half her length, I saw that there was danger of backing on to the shore, and I spoke on the subject to the pilot; at the moment of the collision the "Crescent City" was about twice her length from the shore and her head was partially swung to port, or towards the westward; the other vessels were directly ahead of us, and they were at the moment of the collision heading towards the west bank.

To the eighth interrogatory, he answers as follows:

I know of nothing but what I have already stated, except that the towboat and her vessels in tow, were, according to my experience of usage, in an improper place, being altogether too near the east bank of the river; our lights could have been seen by them at a great distance, and had they adopted any precautions they had abundance of time to have moved to the westward out of our way, and avoided any contact.

To the first cross-interrogatory preferred in behalf of the Towboat Company, he answers as follows:

I have before stated all and every order that I have heard, and all who gave them.

To the second cross-interrogatory, he answers as follows:

The captain may have given orders when he came on deck, but I heard none, nor did I hear the reply of the pilot.

To the third cross-interrogatory, he answers as follows:

The steamer had before the collision been running as close to the eastern shore as was prudent for the safety of the ship. I think not exceeding twice her length from the shore.

To the fourth cross-interrogatory, he answers as follows:

I have no reason to believe that the pilot made any mistake in

managing the "Crescent City;" on the contrary, if the helm of the steamer had not been put a-starboard, she would have run directly on to the towboat or her tow; on the contrary, if the helm had been put a-port, I think the "Crescent City" would have run ashore.

EDWARD RENSHAW,
Passed Midshipman, U. S. N.

Sworn to before me this fourth day of February, A.D. 1853.
[SEAL.] In witness wherefore, my hand and seal affixed.

A. OAKEY HALL,
Commissioner, &c.

William R. Damon, being next produced, sworn and examined in like manner as before, certified answers as follows:

To the first interrogatory, he answers as follows:

I am thirty-four years of age; I am a seaman, and have been for eighteen years; I reside at —— Street, in the City of New York.

To the second interrogatory, he answers as follows:

I was not a passenger on board of the "Crescent City" at the time named, but was employed on board the steamer as quartermaster or steersman.

To the third interrogatory, he answers as follows:

I did witness the collision inquired of. I was at the wheel at the time. We were coming up the river, hugging the eastern bank as near as we could possibly go. When below the English Turn, I saw a light which afterwards proved to be on the Towboat "Star," bearing, I think, about one point on our port bow, about a mile or a mile and a half distant. As it drew near, the light bore directly ahead of us. We came towards each other so slowly that I could not tell which way the light was going, but it was so near the east bank of the river that I thought it was a steamboat agoing up. When we came nearer, and about three or four minutes, I should think, before the collision, I could see the Towboat "Star" and her tow. They were close in shore, so near that I don't think there was twice the width of the "Crescent City" between them and the east bank. Very soon after I saw the light, the pilot told me to keep close in shore on the east side, because that was our side, and I did so. About five minutes before the collision he told me to slow the steamer, and I rung the bell, and the engine was stopped. As soon as there appeared to be danger of our coming together, he told me to put the helm a-starboard, and then he told me to stop and back the engine. I did so, and the engine was stopped and backed. The engine had made three or four turns back when the vessels came together. The starboard bow of the "Crescent City" was struck by the port bow of the "Ocean Queen." The tow was heading a little off the east shore towards the west at the time of the collision. The accident occurred at about 12 o'clock at night.

To the fourth interrogatory, he answers as follows:

At the time of the collision I think the "Crescent City" was not more than once and a half her length from the east bank. Her head was swung off towards the west a little. There was not room enough for her to pass between the tow and the eastern bank. Just before the vessels struck, I looked and could see but very little space between the tow and the shore, not enough for the "Crescent City" to pass. At the moment of collision I was busy at the wheel, and if any opening could be seen I did not see it, but I am sure that unless the bank had been steep like a wharf the "Crescent City" could not have passed between the tow and shore fully and safely. I recollect that the pilot, who stood directly over my head, and spoke to me through a scuttle-way, asked me, just before he told me to slow the engine, if I thought there was room between that tow and the bank for us to go, and I answered that I didn't think there was.

To the fifth interrogatory, he answers as follows:

The collision occurred by the tow being so far over on the eastern bank as I have before stated.

To the sixth interrogatory, he answers as follows:

The wheels of the "Crescent City" were moving backwards when the vessels struck. They commenced backing as soon as we saw there was danger of the vessels coming down upon us. We could see no way of clearing the vessels but by backing and shearing off to the west.

To the seventh interrogatory, he answers as follows:

The "Crescent City" had three lights out: a white light at the top of the smoke pipe, a red light on one wheel house, and a green one on the other. All of them were plain to be seen. I saw but one light on the other vessels, and that, I think, was on the towboat.

To the eighth interrogatory, he answers as follows:

After she struck, the "Crescent City" was very near the eastern bank, so near that after backing half her length her stern was not more than half her length from the bank. Not having any headway scarcely when the vessels came together, the blow, I think, forced her a little towards the bank.

To the ninth interrogatory, he answers as follows:

I heard a hail from the towboat just before the vessels struck, and I heard the towboat's large bell ring at the same moment. I think it was not more than a few seconds before. There was not time to do anything after I heard it before they struck.

To the tenth interrogatory, he answers as follows:

I know of nothing further, except that there was plenty of room west of the "Crescent City" for the tow to pass, and if they had not been so far over to the east bank the accident would not have happened.

To the first cross-interrogatory, he answers as follows:

I was awake at the time of the collision, and had been awake all night. I was at the wheel. Seeing the light ahead was what first attracted my attention.

To the second cross-interrogatory, he answers as follows:

I am acquainted with the river. I have been engaged at the wheel, as steersman, going up and down it several times.

To the third cross-interrogatory, he answers as follows:

There were very few passengers on deck at the time. It was so late, that nearly all of them had turned in. I can't tell the number.

To the fourth cross-interrogatory, he answers as follows:

I did not notice any fault on the part of our pilot. He did his duty, as far as I saw, as well as any pilot I ever knew.

his
WILLIAM B. ⋈ DAMON.
mark.

Sworn to, after being carefully read over to witness, this fourth day of February, 1853. And I witness his mark, as witness this my hand and seal.

[SEAL.] A. OAKEY HALL,
Commissioner for Louisiana, in the State of New York.

United States District Court, Eastern District of Louisiana:

CHAS. HILL and others, owners of Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and Towboat "STAR."
} In Admiralty.

4. *Deposition of H. K. Davenport, for "Crescent City."*

Read in evidence for "Crescent City," January 23d, 1854.

Deposition of H. K. Davenport, taken in the above-entitled case, by virtue of a commission issued therein, from the District Court of the United States, holding sessions at New Orleans, in and for the Eastern District of Louisiana, directed to any Commissioner for Louisiana, or any United States Commissioner.

To wit: Henry K. Davenport, a witness named in the aforesaid commission, now before me, being produced by virtue thereof at the City of New York, in behalf of the Steamship Crescent City, is by me duly sworn, and, upon interrogatory severally first put, examined, and in my presence answers thereto as follows:

To the first interrogatory, he answers as follows:

I was in command of the Steamer "Crescent City" on her last voyage, in 1852, from New York via Havana to New Orleans, as now inquired of. I took command of her on the day of her sailing from

New York, which was the 27th of October. I left her after her return to New York, about the 23d of November, A. D. 1852.

To the second interrogatory, he answers as follows:

I was on deck on the night of the 5th of November, at the moment the collision referred to in the question now put to me took place. I had been asleep with my clothes upon me, in a house on deck just abaft the wheelhouse, during the previous hour. I awoke by hearing the order given to back her, and immediately ran out, and almost immediately afterwards the collision took place. I barely had time to run to the engine-room hatch and give an order to back her strong.

To the third interrogatory, he answers as follows:

When I first saw the vessels in tow, they were almost in contact with the "Crescent City." When the collision occurred, the "Crescent City" was nearest the eastern or right hand bank going up. I should think she was about twice her length from the bank, at the time and immediately after the collision.

To the fourth interrogatory, he answers as follows:

The ship was in charge of the pilot, Mr. Foot, in his capacity as pilot; Mr. Edward Renshaw was upon watch, as the officer of the deck.

To the fifth interrogatory, he answers as follows:

I had been lying in my berth asleep, about an hour, as I have before answered, and I was awakened by hearing the order given to back her. I left Mr. Renshaw on duty in charge of the deck, and I found him upon deck when I awoke and went out of the room.

To the sixth interrogatory, he answers as follows:

I did not hear the bells. She was backing her engine at the time of the collision. I found it backing when I went to the engine-room hatch, and gave the order which I have before mentioned; she was heading off shore at the moment of the collision. After the collision, she continued to back until I was fearful she would back on shore, and I then cautioned the pilot.

To the seventh interrogatory, he answers as follows:

I took Mr. Foot as pilot. I took him as river pilot at the pilot station near the mouth of the river. He was not the pilot usually employed on the mail steamships. I took him because Captain Kinney, the pilot usually employed by our mail steamships, was in ill health, and he wrote to me a note recommending Mr. Foot as in every way competent to pilot the ship, and as being a person in whose skill and fidelity he had every confidence. I did not suppose the keeping of the note of any consequence, and I do not now know where it is. I found, after my arrival in New Orleans, that Mr. Foot's general reputation as a pilot was good. From my own observation, I think he managed the "Crescent City" as well as any pilot could.

To the eighth interrogatory, he answers as follows:

I am acquainted with the locality at which the collision occurred. I think the Ship "Ocean Queen" and Towboat "Star" were too near the east bank for vessels descending the river. I do not think there was room between the tow, by which I mean the boat and her vessels in tow, and the east bank, for the "Crescent City" to pass with safety. I think the "Crescent City" was in the proper place for vessels ascending the river.

To the ninth interrogatory, he answers as follows:

The "Crescent City" had three lights out at the time of the collision. One clear white light at the head of her smoke-pipe; a green one conspicuously placed upon the top of the starboard wheelhouse, and a red one similarly placed on the port wheelhouse.

To the tenth interrogatory, he answers as follows:

I do not recollect seeing any lights on board any of the vessels in tow; but I think I saw lights on board of the towboat after the collision, but not before it.

To the eleventh interrogatory, he answers as follows:

One of the "Crescent City" crew was on the lookout forward; I do not now recollect his name.

To the twelfth interrogatory, he answers as follows:

I do not know anything further, except that if the towboat and the vessels in tow had been in the middle of the river, as from the law of the usage of the river they ought to have been, the collision would not have occurred.

To the first cross-interrogatory, on behalf of the Towboat Company, he answers as follows:

The circumstance first attracting my attention, as here inquired of, was the order to back the ship.

To the second cross-interrogatory, he answers as follows:

I heard the order given to back her. It was given by the pilot. He was standing on the house nearly over my head.

To the third cross-interrogatory, he answers as follows:

I gave no order other than I have before answered of. The pilot made me no answer.

To the fourth cross-interrogatory, he answers as follows:

If the water had been deep enough she might have passed between the tow and the bank; but no ordinary prudence would, in my judgment, have justified such a cause.

To the fifth cross-interrogatory, he answers as follows:

I do not know of any such fact as herein inquired of, or of any other in relation hereto. (Which said answers being now read over to said Davenport, the witness aforesaid, as taken from him aforesaid, are now signed by him and attested.)

H. K. DAVENPORT.

[SEAL.] Sworn to before me, this fourth day of February, A.D. 1853, and attested by my seal opposite.

A. OAKEY HALL,
Commissioner for Louisiana in the State of New York.

United States District Court.

CHARLES HILL ET AL., owners of the Ship "OCEAN QUEEN,"	}	
v.	}	In Admiralty.
Steamship "CRESCENT CITY" and Towboat "STAR."	}	

Interrogatories to be propounded to H. K. Davenport, a witness, in behalf of the Steamship "Crescent City."

1. Were you in command of the Steamship "Crescent City" on her last voyage from New York, via Havana, for New Orleans? If so, when did you take command of her, and when did you leave her?

2. Were you present on deck on the night of the 5th of November, 1852, when a collision took place between the said Steamship "Crescent City" and the Ship "Ocean Queen," then in tow of the Towboat "Star?" If not, where were you, and how long after the collision was it before you came forward?

3. What was the position of the vessels when you first saw them that night? What bank of the River Mississippi was the "Crescent City" nearest when the collision occurred, and how far from the bank was she at the time of the collision, and immediately thereafter?

4. Who was in command of the steamship at the time of the collision? Who was on watch?

5. If you say that you were in bed at the time of the collision, state how long you had been so, what officer of the steamship you left on duty, and what officer you found on duty? What roused you?

6. Did the "Crescent City" ring her bell to slow, or stop her engines, or to back her wheels? If so, how long before the collision? Was she backing at the time? How was she heading, and what did she do after the collision?

7. Where did you take a pilot on said day, what pilot did you take, and was he the pilot usually employed on the mail steamships? If not, how happened you to take him, who recommended him to you, and what do you know either from general reputation or your own observation of his capacity as a river pilot in the Mississippi?

8. Are you acquainted with the locality of the river at the place where the collision occurred? If so, were the Ocean Queen and the Towboat "Star" in the proper place for vessels descending the river, and was there room for the "Crescent City" to pass between the "Ocean Queen" and the eastern bank of the river at the time of the collision, with safety? Was the "Crescent City" in the proper position for a vessel ascending the river?

9. Had the "Crescent City" any lights out at the time of the collision? If so, how many and where were they?

10. Had the "Ocean Queen" any lights out? Had the "Star"

any lights out, and had any of the other vessels in tow of the "Star" any lights out, at the time of the collision? If so, how many lights, and where were they?

11. Was any one forward on the lookout on the "Crescent City" at the time of the collision? If so, who?

12. Do you know anything other than you have already stated, that would tend to show that the collision referred to happened without any fault on the part of the "Crescent City," and through the carelessness or fault of the "Ocean Queen" and the Towboat "Star?" If so, what do you know? State fully.

WILLIAM H. HUNT,
Proctor "Crescent City."

Reserving all legal exceptions to the foregoing interrogations, I waive all cross-interrog.

E. A. BRADFORD,
Proctor for Libellants.

Cross-interrogatories on behalf of the Towboat Company:

1st. What circumstances connected with the collision first attracted your attention or aroused you?

2d. Did you hear any orders given before you came out, or before the collision, and what orders were given and who gave them?

3d. What orders did you give, and what did the pilot answer to them?

4th. If the water was deep to the shore on the east bank, was there not room for the "Crescent City" to have passed between the tow and that bank?

5th. State every other fact or circumstance which tends to show that the pilot in charge of the "Crescent" committed any mistake? Do you know any such fact?

BENJAMIN & MICOU,
For Towboat Co.

District Court of the United States, holding Sessions at New Orleans in and for the Eastern District of Louisiana.

To any Commissioner for Louisiana, or any U. S. Commissioner:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you H. K. Davenport, and him duly examine on oath touching and concerning certain matters and things in a case now depending in the said Court, wherein Charles Hill et al., owners of the ship "Ocean Queen," are libellants, and the owners of the Steamship "Crescent City" and of the Towboat "Star," respondents, and the same examinations, so taken and reduced to writing, you certify under your hand, seal, and send enclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ, together with the accompanying interrogatories.

Witness, the Hon. Theo. H. McCaleb, Judge of the District Court of the United States, at the City of
[L. S.] New Orleans, this tenth day of December, A. D. 1852, and the seventy-seventh year of the Independence of the United States of America.

N. R. JENNINGS,
Clerk.

By ROBERT M. LUSHER,
Deputy Clerk.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and others, *v.* Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6826.

5. *Deposition of J. Knox Walker for "Crescent City."*

Read in evidence for "Crescent City," 23d January, 1854.

District Court of the United States, holding Sessions at New Orleans in and for the Eastern District of Louisiana.

To any Louisiana Commissioner or United States Commissioner, residing in Memphis, Tennessee.

Know ye, that reposing special trust and confidence in your integrity and ability we hereby authorize and require you, that you call and cause to come before you, J. Knox Walker, and him duly examine on oath, touching and concerning certain matters and things in a case, now depending in the said Court, wherein Charles Hill et als., owners of Ship "Ocean Queen," are libellants, and owners of Steamship "Crescent City" and Towboat "Star," are claimants and respondents, and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ, together with the interrogatories hereto annexed.

Witness, the Honorable Theo. H. McCaleb, Judge of the District Court of the United States, at the City
[SEAL.] of New Orleans, this nineteenth day of April, Anno Domini, 1853, and the seventy-seventh year of the Independence of the United States of America.

N. R. JENNINGS,
Clerk.

By ROBERT M. LUSHER,
Deputy Clerk.

U. S. District Court.

CHARLES HILL et als., *v.* Steamship "CRESCENT CITY," and Towboat "STAR." } In Admiralty.

Interrogatories to J. Knox Walker, a witness in behalf of Steamship "Crescent City."

1. Were you a passenger on board the Steamship "Crescent City" on her voyage from New York to New Orleans, in the beginning of November, 1852?

2. Did you witness a collision, which occurred in the course of said voyage, in the Mississippi River, between said Steamship and the Ship "Ocean Queen?" If so, where were you just before and at the time of said collision?

3. How did the collision occur? What course was the "Crescent City" pursuing at the time? What course were the other vessels pursuing at the time? How long before the collision occurred did you see the towboat and her tow? Was there room enough for the "Crescent City" to pass between the tow and the bank of the river? Which bank of the river was the "Crescent City" nearer, the New Orleans side or the other?

4. Did you hear any orders given by the pilot of the "Crescent City" to the man at the wheel? If so, what order? Did you hear any order given to slow or stop the engines before the vessels struck? Were the wheels moving forward or backward at the time? What other orders did you hear given at the time of or before the collision? State fully.

5. What was the position of the vessel astern of the towboat? Was she nearer to or further from the bank than the others in tow, and did she appear before the collision to be nearer to or farther from the bank than the "Crescent City?"

6. What was the position of the "Crescent City" after the collision? Was she near the bank, or in the middle of the river? How far from the bank?

7. Were there any lights hung out on the "Crescent City?" Were there any on the "Ocean Queen?" Was there a watch forward on the "Crescent City?" Did the towboat ring her bell before the collision?

8. Do you know anything further than you may have already stated, which would tend to show that the collision referred to occurred through no fault or negligence of the "Crescent City," but through the fault of the other vessels? If so, what do you know? State fully.

WILLIAM H. HUNT,
For Crescent City.

It is agreed, that this Commission may be executed by any Louisiana Commissioner, or United States Commissioner, in Tennessee.

HUNTON & BRADFORD,
For Libellants.
BENJAMIN & MICOU,
For Defendants.

No Cross-Interrogatories.

HUNTON & BRADFORD.

Cross-Interrogatories on behalf of the owners of the Towboat.

1st. Had you not been asleep, or in your berth on the night in question, before the collision, and if so, how long had you been up?

2d. Where were you at the time of collision, and how long had you been there?

3d. What were you doing at the time? If in conversation, say with whom?

4th. What degree of attention had you given to the course and position of the "Crescent City," previous to seeing the tow approaching? How long had you been noticing her course?

5th. When did you first see the tow approaching? In what part of the ship were you at the time? How was your attention first called to her?

6th. In answering the 4th interrogatory, have you given as precisely as you can recollect, all the orders so given? and in the manner and order in which they were given? And how long a time between them, respectively? If not, then give all those particulars in answer to this interrogatory?

7th. State all other facts that may be within your knowledge, favorable to the towboat and her management, in this collision.

BENJAMIN & MICOU,
Of Counsel.

Pursuant to the enclosed Commission directed to me, Hume F. Hill, from the District Court of the United States, holding sessions at New Orleans, I have caused to come before me, on this 15th day of June, 1853, at the office of J. Knox Walker, Memphis, Tennessee, J. Knox Walker, of lawful age, a witness in the suit pending in said Court, wherein Charles Hill et al. are libellants, and Steamship "Crescent City" are respondents, and the said J. Knox Walker, being by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, in regard to the matter in controversy in the suit aforesaid, did then and there, on his oath aforesaid, depose as follows, to wit:

Answer to Interrogatory 1st. I was with my family (wife and children).

2d. The *actual* collision I did not witness, for reasons hereinafter stated. I had been sitting for about an hour, before the collision, on deck, immediately to the right of the pilot-house, on the New Orleans side of the river.

3d. The "Crescent City" was ascending the river, and the towboat, and other vessels in tow, were descending. The "Crescent City" was coming up on the New Orleans side, and close in upon the right bank, ascending, say 150 yards from the shore. When I first saw the tows coming down, they appeared to me directly in front of the "Crescent City." There did not seem to be room for the "Crescent City" to pass between the tow and the bank of the

river. I suppose, from the time I first saw the towboat and her tows until the collision, was about six or eight minutes—but as to the time, I have no means of determining, except the events which transpired—and that under no little excitement.

4th. My attention was first called to the towboat and the danger of collision, by hearing the river-pilot (in charge) call out to the man at the wheel, in an excited voice, as I thought, "Back her," and soon after, "Back her quick," with some ringing of the small bell: I arose to my feet, and about this time saw L. A. Renshaw, U. S. N., who was the watch officer at the time, run up to the man at the wheel and gave an order, "Hard a-starboard."

5th. The relative position of the tow and the vessels in tow, I do not know, for the reason that, when the collision became to my mind almost inevitable, I ran below to look after my wife and children and to get them on deck. I had succeeded in getting two of her children on deck, and was on the gangway ascending with the third when the collision took place.

6th. After the collision, the towboat and her vessels seemed to be separated and scattered over the river. The "Crescent City" was drifting down the river; there was a good deal of confusion, and her precise position I did not note.

7th. There were lights on the "Crescent City," one over each wheel-house, as was the case during the whole voyage. I did not hear any bell on the towboat, but just before I went down, I heard some halloing, or loud screaming.

8th. Nothing further.

Answer to cross-interrogatories.

Answer 1st. I had not been asleep on the night in question, before the collision.

2d. I have answered fully in answer to 2d and 4th interrogatories.

3d. I was seated in conversation with two ladies (Miss Jacobs, of N. O., and Miss Clark, of Norfolk, Va.)

4th, 5th, 6th, and 7th. I had paid no very special attention to the course of the "Crescent City." I have given in the answer above, as nearly as I can recollect, all that is inquired of me in these cross-interrogatories, favorable or unfavorable, either to the towboat or the "Crescent City," and further this deponent saith not.

J. KNOX WALKER.

I, Hume F. Hill, Commissioner for the State of Louisiana, residing in Memphis, Tennessee, do certify that the foregoing deposition of J. Knox Walker was taken by me on the day and at the place stated in the caption thereof; that it was reduced to writing by the deponent; that it has not been altered while in my hands, nor been out of my hands, until first sealed up and delivered at the post-office, at Memphis, in the State of Tennessee; and that I am not interested in the said suit, nor of kin, counsel, or attorney, to either of the parties

to said suit, within this nor any other State. Given under my hand, this 15th day of June, 1853.

HUME F. HILL,
Commissioner, State Louisiana, residing in Memphis.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and Others
v.
Steamship "CRESCENT CITY," &c. } In Admiralty. No. 6826.

6.—*Deposition of W. L. Miller for "Crescent City."*

Read in evidence for "Crescent City," January 23d, 1854.

District Court of the United States, holding Sessions at New Orleans, in and for the Eastern District of Louisiana.

To Henry Monroe, Esq., Counsel for the United States at Aspinwall, Isthmus of Panama, or to any Judge or Justice of the Peace in Aspinwall.

Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you W. L. Miller, and him duly examine on oath, touching and concerning certain matters and things in a case now depending in the said Court, wherein Charles Hill et als., owners of the Ship "Ocean Queen," are libellants, and owners of Steamship "Crescent City" and Towboat "Star" are claimants and respondents; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, enclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ, together with the interrogatories hereto annexed.

Witness, the Honorable Theo. H. McCaleb, Judge of the District Court of the United States, at the City of New Orleans, this nineteenth day of April, Anno Domini 1853, and the seventy-seventh year of the Independence of the United States of America.

N. R. JENNINGS,
Clerk.

By ROBERT M. LUSHER,
Deputy Clerk.

United States District Court.

CHARLES HILL ET AL.
v.
Steamship "CRESCENT CITY" and Towboat "STAR."

Interrogatories to W. L. Miller, a witness for Steamship "Crescent City."

1. Were you on board the "Crescent City" on or about the 5th

of November, 1852, at the time she came in collision with the Ship "Ocean Queen?" If so, in what capacity were you on board?

2. In what part of the "Crescent City" were you at the time of the collision? Did you see the "Ocean Queen" in tow of the "Star?" If so, how long was it before the collision that you first saw her? How was the tow heading? How was the "Crescent City" heading before and at the time of the collision?

3. How far from the eastern bank of the river was the "Crescent City" before and at the time of the collision? Where was the "Ocean Queen?" How far was she from the east bank? Where was the brig in tow astern? Was she closer to or farther from the eastern bank than the "Ocean Queen?"

4. If you saw the collision, state how it occurred. What was the position of the vessels immediately after the collision? Did you observe how far the "Crescent City" was from the eastern bank immediately after the collision? State fully all you know concerning the accident.

5. Had the vessels in tow of the "Star," or any of them, any lights out at the time of the collision?

6. Did you hear any orders given to the engineers of the "Crescent City" to "slow" or back their engines before the collision? If so, what were such orders, and were they obeyed?

7. Was any one on watch on the "Crescent City" at the time of the collision? If so, who?

8. Do you know any thing that would tend to benefit the "Crescent City" in this case, other than you have been particularly interrogated about? If so, state the same fully.

WILLIAM H. HUNT,
For Crescent City.

It is agreed that a commission issue to Henry Monro, Consul for the United States at Aspinwall, or to any judge or justice of the peace in Aspinwall, to take the evidence of the aforesaid witness, and all exception to the official capacity of the commissioner is hereby waived.

No cross-interrogatories.

BENJAMIN & MICOU,
For Libellants.
HUNTON & BRADFORD,
For Libellants.

Consulate of U. S. A. Aspinwall, N. G.

Be it known to all whom it may concern: That W. L. Miller was this day examined by me, Henry Munro, Consul of the United States for this port of Aspinwall, agreeably to the requisition hereunto annexed, from the Honorable Theo. H. McCaleb, Judge of the District Court of the United States, at the City of New Orleans, in the

State of Louisiana, in a matter of Charles Hill et al. v. Steamship "Crescent City" and Towboat "Star."

1. First interrogatory. Yes, I was a passenger.

2. Second interrogatory. I was on the top of the stairs coming on the deck. Saw several vessels in tow of a steam tug, but do not know the names of the vessels in tow and of the steam tug; I saw the vessels ahead of the "Crescent City" about ten minutes before the collision; the tow was heading down stream. The "Crescent City" was heading up stream, but at the time of the collision was backing.

3. Third interrogatory. At the time of the collision, I cannot say how far the "Crescent City" was from the eastern bank of the river. After the collision, the steam tug was making for the bank of the river opposite from where the collision took place; but being a stranger to the river, cannot say whether it was the eastern or western bank; cannot say how far the "Crescent City" was from the eastern bank; the vessels after being struck, appeared a long way astern of the steam tug, and only a little way from the "Crescent City;" cannot say as to their position.

4. Fourth interrogatory. I did not see the collision, but heard the pilot call to the officer on watch to slow the engines; the officer said to the pilot: Was the vessel with the lights on it coming down or going up the river? the pilot said that he thought it was a towboat at anchor heading up, because she was on the wrong side of the river to be coming down, but they would soon see, and to keep the engines slow! This accident happened after 12 o'clock at night.

5. Fifth interrogatory. Have no recollection of having seen any light but one, until after the collision.

6. Sixth interrogatory. Yes, I did; the orders were to slow her, which was done; the bell was rung, and the officer on deck also ran to the engine-room to communicate the order, and shortly after, another order to stop and back her.

7. Seventh interrogatory. The second officer was on deck, and standing at the capstan, and the pilot on the top of the pilot-house. I do not recollect the name of the second officer, but think it was Carter.

8. Eighth interrogatory. I know nothing more than I have stated above.

WILLIAM LYON MILLER.

Examination taken, reduced to writing, and by the witness subscribed and sworn to, this 30th day of April, 1853, before

HENRY MUNRO,
United States Consul.

United States District Court, Eastern District of Louisiana.

CHARLES HILL and others,
v.
Steamship "CRESCENT CITY," and Towboat "STAR."
} In Admiralty, No. 6826.

7. *Testimony of J. H. Carter for "Crescent City."*

Read in evidence for "Crescent City," January 23d, 1854.

Testimony taken by consent.

Jonathan H. Carter, a witness for the "Crescent City," deposes: Witness is a passed midshipman in the United States Navy, and was, in November last, 2d officer of the Steamship "Crescent City." Witness was on board of the "Crescent City," on the 5th Nov. 1852. She left New York on 27th October, Captain Davenport being her master, and she being in all respects manned and equipped properly. On the 5th November, she was coming up the Mississippi River to New Orleans, and on that night, came in collision with a tow bound downward.

The collision occurred below the English Turn. Witness was partially asleep on the quarter deck on two chairs, waiting for 12 o'clock, when witness's watch commenced. Mr. Edward Renshaw, a passed midshipman in the navy, who was third officer of the ship, was on watch. While sitting in this manner, witness heard the engine bells of the "Crescent City" rung to slow her, this roused witness. Witness heard the order given to starboard the helm. An order was then given by Mr. Renshaw, or by the pilot, to back her, which witness heard. In two or three minutes after, witness was thrown out of his chair by the collision. Witness then ran forward. By this time the "Crescent City" was backing. Witness then asked the pilot if he was in his proper position. He answered witness, Yes. By this time we had backed sufficiently far to get clear of the ship. The captain then ordered the pilot to still back her; the pilot replied he could not do so without getting her stern ashore. This was in reply to an order of Captain Davenport, who had just come out of his room, which was by the pilot-house. Witness, on hearing this reply of the pilot, looked to see the distance of the "Crescent City" from the eastern bank. Witness would judge that the "Crescent City" was a hundred and fifty or two hundred yards distant from the shore. The shore, witness knows, was close by at that time, although he cannot precisely say how many yards distant. The jib of the "Crescent City" was then hoisted to cant her head to starboard to prevent going further astern. Our bow, at that time, was about three points to the westward, considering the river as there running north and south. We then got our bows headed up the river, and kept on. Witness saw the tow just an instant after the

collision. The tow was then heading diagonally down the river, not directly across or directly down. The following diagram represents the position of the vessels at the time the "Crescent City" hoisted her jib.

(For Sketch, see original, page 188.)

1. Crescent City.
2. Ocean Queen.
3. Ship C. & J., and Tug.
4. Brig.

Had the "Crescent City" kept straight on, the brig astern would have been in the way, witness would think. There was an opening then between the brig and the shore. The brig was nearer the bank than any of the other vessels of the tow. Witness would judge that the "Ocean Queen," when the collision took place, and when he first saw her, was two hundred or perhaps 250 yards from the eastern bank of the river. Witness is positive that the vessels and the place of the collision were nearer the eastern bank of the river. Witness did not hear the bell of the towboat rung at all. There were no lights hung out on the "Ocean Queen." The "Crescent City" usually carries three lights, one on each wheel-house, and one on the smoke stack. Witness thinks that had there been any lights aloft on any of the vessels in tow, or on the "Star," the chances of the collision would have been less. Witness says there were none on the "Ocean Queen," and that he noticed no lights on the other vessels, though there might have been without his noticing them. Witness thinks that if the "Ocean Queen" had had lights out aloft, the chances of a collision would have been less.

When witness went forward he found Renshaw there, the pilot was there on top of the pilot-house. There is a scuttle on the top of the pilot-house, and the pilot passed the word through this to the man at the wheel. Witness saw several of the hands forward also, but did not notice who they were.

Cross-examined for the "Star."

Witness was about 80 feet from the pilot-house, as near as he can judge, when the collision occurred. It is all on the same deck. The Captain's room was only separated by a thin plank from the pilothouse. One can stand in his room and talk to the man at the wheel. The Captain was already on deck when witness came forward. Witness thinks the first words he heard the Captain say then were, what was the matter, or what was he about, to the pilot. Witness cannot recollect what the pilot answered. This was before witness heard the Captain give the order to back her. The bells had been rung to back her before witness heard the Captain give the order; she had already backed before this order was given. There had been time for the engines to back before the Captain gave the order to back her. Witness does not

know that she was backing at the time the Captain gave the second order to back her, Witness does not recollect the precise words used by the pilot in answer to this order. There was something said between the captain and the pilot before the captain gave the second order to back her. When witness went forward the ship was backing. The captain then ordered the pilot to back her a second time. Then the pilot answered, that he couldn't back further without getting ashore, or words to that effect. The first order to back her was given before witness went forward, by Renshaw or the pilot. The "Crescent City" did not get ashore. Her stern was nearer to the eastern bank than her bow, when witness first saw her. Witness noticed the injury that the "Crescent City" received, the next morning. Her starboard bow was most injured. The injury was some ten or 12 feet aft of the stem, on the starboard side. There was no break to the larboard side except the mere opening of the seams, that witness observed. Does not recollect the names of the other persons forward, when witness went forward, except the captain, pilot, and Renshaw. Witness heard the pilot say, that he could not tell before he had time to avoid it, whether it was a tow going up, coming down, or at anchor. The pilot said he had attempted to avoid it, but could not. Witness did not hear the pilot say that he had made a mistake. The effect to put the helm starboard would bring the bow to the larboard. Witness does not know who gave the order to starboard the helm. There was no one on deck authorized to give orders except the pilot and Renshaw. The order was given before the collision. The object of the order to starboard the helm, must have been, in witness's opinion, to pass across the bows of the tow. Witness would not have given such an order unless he had thought to be able to clear the tow. At the time the jib was hoisted on the "Crescent City," as there was about 150 yards between her and the shore, there was room for any ship to have passed, if there was water enough. Witness supposes the "Ocean Queen" was about half the "Crescent City's" length from us at the time we hoisted the jib.

Cross-examined by Counsel for "Ocean Queen."

Some minutes elapsed, I cannot say how many, between the order to starboard the helm and to back. I do not recollect hearing any order to shift the helm. I cannot pretend to estimate the time between the first order to back, and the second order, there was so much excitement and confusion at the time. The western bank was not so plainly visible to witness as the eastern. I would suppose the width of the river to be 600 or a thousand yards wide, but I do not know its width. I am not acquainted with the usage of the river in regard to vessels in tow carrying lights. In my opinion, it would diminish the chances of collision, if all the vessels carried lights.

J. H. CARTER.

All exceptions as to form and manner of taking depositions waived.

BENJAMIN & MICOU,
For the Towboat Co.
HUNTON & BRADFORD,
For Libellants.

January 5, 1853.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL et al.
v.
Steamship "CRESCENT CITY" and Towboat "STAR."
} In Admiralty. No. 6824.

8. *Depositions of John Vredenburg for Claimants of "Crescent City."*

Read in evidence for "Crescent City," January 23d, 1854.

District Court of the United States, holding sessions at New Orleans, in and for the Eastern District of Louisiana.

To A. Oakey Hall, Esq., or any Louisiana Commissioner or United States Commissioner in New York:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you John Werdenburg or Vredenburg, and him duly examine on oath, touching and concerning certain matters and things in a case now depending in the said Court, wherein Charles Hill et als., owners of Ship "Ocean Queen," are libellants, and owners of Steamship "Crescent City" and Towboat "Star" are claimants and respondents; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ, together with the interrogatories hereto annexed.

[SEAL.] Witness, the Honorable Theo. H. McCaleb, Judge of the District Court of the United States, at the City of New Orleans, this nineteenth day of April, Anno Domini 1853, and the seventy-seventh year of the Independence of the United States of America.

N. R. JENNINGS,
Clerk.
BY ROBERT M. LUSHER,
Deputy Clerk.

State of New York, City of New York, *ss.*

[SEAL.] On this twenty-eighth day of May, A.D. 1853, I return to this commission to me directed, that the proceedings on the execution thereof appear in a certain schedule of four pages hereto annexed, and that the proceedings therein attested by me were as therein appears. That my fees are twelve dollars, and have been paid by the U. S. Mail Steamship Co. for Crescent City, party hereto.

A. OAKEY HALL,
Commissioner for Louisiana, State of New York.

U. S. District Court.

CHARLES HILL et al.
v.
Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty.

Interrogatories to be propounded to John Vredenburg, a witness in behalf of Steamship "Crescent City."

1. What is your occupation, and how long have you been engaged in such occupation?

2. Were you on board the "Crescent City" on the night of the 5th November, 1852, when a collision took place between her and Ship "Ocean Queen," then in tow of the Towboat "Star?" If so, where were you at the time of the collision and previous thereto?

3. If you were in command of the engines of the "Crescent City" at the time of the collision, what orders did you receive, either verbal or by the ringing of the bells, in relation to the running the engines? State fully.

4. Were you ordered to "slow" the engines before the collision? If so, how long before? Was such order executed, and when? Was there any order to stop the engines? If so, how long before the collision, and was such order executed, and when? Was there any other order given in relation to the engines just before the collision? If so, what order? Was the same executed?

5. How were the wheels of the "Crescent City" moving at the time of the collision? If they were backing, how long had they been backing?

6. Were you on deck at the time of the collision, or could you see then the position of the vessels? What was their position? Did you see their position immediately after the collision? If so, describe it. How far was the "Crescent City" from the eastern bank of the river. Where was the "Ocean Queen," and where was the vessel in tow astern?

7. Was any one on watch forward on the "Crescent City?" If so, who?

8. If you saw the collision when it occurred, how did it happen? Who was in fault? State fully.

9. Did the "Crescent City" have any lights hung out at the time of the collision? If so, what lights? Did the Towboat "Star" have any lights hung out? If so, how many? Had any of the ships in tow of the "Star" any lights out? If so, what lights?

10. Did you hear the large bell of the "Star" ringing, before or at the time of the collision?

11. Do you know any other facts than such as you may have already stated, which would aid the "Crescent City" in this cause? If so, what? State the same as fully as though you were thereunto particularly interrogated.

WILLIAM H. HUNT,
Proctor for "Crescent City."

No cross-interrogatories on the part of libellants; all legal exceptions to the foregoing interrogatories and to the testimony taken in answer thereto reserved.

HUNTON & BRADFORD,
Proctors for Libellants.

Cross-interrogatory on behalf of the Towboat Company.

Does not your duty confine you to the engine-room? Did you not remain there during the time of the collision, just before and just after?

BENJAMIN & MICOU,
For Towboat Company.

It is hereby agreed, that a commission issue to A. Oakey Hall, Esq., N. Y., to take the deposition of this witness.

Deposition of witnesses produced, sworn, examined for the owners of the "Crescent City," under and by virtue of the annexed commission, at the City of New York, the 28th day of May, A. D. 1853.

John Vredenburg, first named as John Weidenburg in the annexed interrogatory, being produced, was first duly sworn, and next being severally interrogated according to the interrogatories and cross-interrogatories annexed.

To the first interrogatory, he answers as follows:

I am an engineer, and have been for twenty years.

To the second interrogatory, he answers as follows:

I was on board of the steamer, as here inquired of. I was, at the time of the collision, standing on deck, at the side of a skylight, directly over the engine, where I had sight of the engineers below. I had been standing near there for about a minute. Just before that I was in the engine-room. I heard the bell of the engine ring to slow her, and then I heard the same ring to stop, and then I stepped out of my room to the position over the skylight.

To the third interrogatory, he answers as follows:

I was in command as chief engineer. The first thing I heard was the bell to slow. This was about two minutes before we felt the shock of the collision. In about a half minute after this bell to slow rung, I heard the bell to stop. Next, I heard the pilot in the act of passing the word "to back her" to the man who rang the bell, and before the latter rang I passed the word below to back her, and the order was immediately obeyed.

To the fourth interrogatory, he answers as follows:

We were ordered to slow before the collision. To the best of my computation, this was about two minutes. The order was executed immediately it was given. There was no order to stop, except by the ringing of the bell, which was immediately when given obeyed. The next order given was to back her, which was immediately done. The orders to slow and to stop were given almost together. The

order to back her was given from a half minute to a minute before the collision.

To the fifth interrogatory, he answers as follows:

The wheels were turning back at time of collision, and at that time had made from one to two revolutions before the shock.

To the sixth interrogatory, he answers as follows:

I could see the position of the vessels; I distinguished the spars of the ships, and the smoke-pipe of the steamboat towing. I could see from my position on deck even the skylight, as distinctly as the night would allow. We were going up and they were coming down. They were just before the bows of the steamer. How far off, I cannot say. I cannot say the position they had immediately after the collision. We backed across the river, and when I first looked, after the collision, at the other vessels, I saw them separated. Of the distance of the "Crescent City" from eastern bank, or of position of "Ocean Queen" and vessels, I cannot state.

To the seventh interrogatory, he answers as follows:

I cannot say who was on watch forward; it was either Mr. Carter or Mr. Renshaw.

To the eighth interrogatory, he answers as follows:

My position was about aft amidships, just over the crank of the shaft. At the time of the collision I was looking forward. The ships came bows on us. The "Crescent City" struck them with her starboard bow. We had little way on; I think the headway of the "Crescent City" may have entirely stopped. I cannot state who was in fault, because I did not notice the position of our steamer relative to the bank. I stood watching the engineer and the ships, at the time, by spars and smoke-pipe. I noticed particularly that the engineers obeyed each order of the bell. I felt the motion to slow, and heard the engine cease. I saw the engine stand still, and saw the cranks of the wheels when they backed in revolution.

To the ninth interrogatory, he answers as follows:

The "Crescent City" had lights hung out at the time. They were her usual signal lights about the towboat or ships.

To the tenth interrogatory, he answers as follows:

I did not hear the bell of the towboat at all.

To the eleventh interrogatory, he answers as follows:

I think I have stated all that I know of the matter.

To the cross-interrogatory, he answers as follows:

I think I have stated all that I know of the matter.

To the cross-interrogatory, he answers as follows:

My duty does not confine me to the engine-room. I was not in the engine-room at all that evening, except for a few moments. I was above, in my own room, on the main deck, from where I could step right out upon the deck.

JOHN VREDENBURG.

Sworn to before me, this 28th day of May, A. D. 1853.

[SEAL.] A. OAKEY HALL,
Commissioner of Deeds for Louisiana in the State of New York.

U. S. District Court, Eastern District of Louisiana.

Owners of Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY," and Towboat "STAR." } In Admiralty. No. 6826.

9. *Second Deposition of David Kinney for "Crescent City."*

Read in evidence for "Crescent City," January 24th, 1854.

Eastern District of Louisiana, City of New Orleans.

Be it remembered, that on this 10th day of January, A. D. 1854, before the undersigned Commissioner of the United States, for the said district, duly appointed and qualified according to law, personally appeared David Kinney, a witness for the owners of the Steamship "Crescent City," claimants and respondents in a civil suit now pending in the District Court of the United States for said district, in Admiralty, entitled Charles Hill and others, owners of the Ship "Ocean Queen," *v.* the Steamship "Crescent City" and owners, and the Towboat "Star," &c. And the said witness, of sound mind and lawful age, having been duly sworn according to law, I did thereupon, at the appointed hour of two o'clock, P. M. proceed to take and did take his deposition in the words and figures following—that is to say:

David Kinney, being duly sworn, deposes as follows:

The first notice that I had to testify in this case, was by a subpœna left at my house. No one had intimated to me previously that I would be expected to testify in this case. I had had no conversation with the agents, for persons interested in the steamships, in regard to my testimony or the merits of the case.

Soon after the collision took place, Captain Snow told me that he should have me then as a witness. I answered him then that I had nothing to do with the case, and did not wish to be called into court about it.

Captain Snow, three years ago nearly, told me that I could have the Steamer "Star;" and his partner, Captain M'Lane, told me that I could have the "Hercules," at the rate of $150 per month, while she was running, and be off pay when she was doing nothing. I never accepted these offers.

I have had no connection with towboats since the mail steamship began running. Previous to that time, I had been all the time engaged on towboats, as captain and pilot.

When the Post Boy ran into the bank, I was not commanding the boat on deck, but she was solely under the direction and guidance of Peter Curran, at the wheel. I had just come out of the cabin as she struck.

D. KINNEY.

No cross-examination.

Sworn to and subscribed the 10th January, 1854, before

ROBERT M. LUSHER,
U. S. Commissioner.

I, Commissioner, certify the foregoing to be the true and exact deposition of David Kinney, a witness produced on the part of the Steamship "Crescent City," and sworn according to law, taken and reduced to writing by me, in the presence of the witness, and of William H. Hunt, Esq., proctor for said steamship, and of John Finney, Esq., of counsel for the adverse party, the owners of the Towboat "Star," and subscribed by the witness, after the same had been read over aloud to him.

And I further certify, that notice was also issued to Messrs. Hunton and Bradford, proctors for the "Ocean Queen," parties in interest in the foregoing cause, but that neither of said proctors was present at the taking of said deposition.

And that in no manner am I interested in the event of said suit in admiralty, now pending in the District Court of the United States for the Eastern District of Louisiana.

In faith whereof I hereto set my hand, at New Orleans, this 10th day of January, 1854.

ROBERT M. LUSHER,
U. S. Commissioner.

Commissioner's fees, $6 70, paid January 24th, 1854, by J. R. Jennings, Agent U. S. Mail Steamship Co.

ROBERT M. LUSHER,
U. S. Commissioner.

U. S. District Court, Eastern District of Louisiana.

Owners of Ship "OCEAN QUEEN"
v.
Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6826.

Depositions of Captain J. Marks, M. Wilder, W. A. Chambers, M. Davis, J. B. Murray.

Read in evidence for "Crescent City," January 24th, 1854.

United States of America, Eastern District of Louisiana, City of New Orleans.

Be it remembered, that on this 17th day of January, in the year of our Lord one thousand eight hundred and fifty-four, before me,

W. O. Denegre, a commissioner duly appointed by the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, on the day of , 1848, under and by virtue of the Acts of Congress, entitled "An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed February 20th, 1812, and the Act of Congress, entitled "An Act in addition to an Act, entitled 'An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States,'" passed March 1st, 1817, and the Act passed Sept. 24, 1789, entitled "An Act to establish the Judicial Courts of the United States," personally appeared Captain J. Marks, M. Wilder, W. A. Chambers, M. Davis, and J. B. Murray, residing witnesses, of sound mind and lawful age, for the claimants of "Crescent City," in a civil suit now depending in the District Court of the United States, in and for the Eastern District of Louisiana, wherein Hill and al. are libellants, and the Steamship "Crescent City" and the Towboat "Star," are the respondents, and the said witnesses for the "Crescent City" being by me first carefully examined, and cautioned, and sworn on the Holy Evangelists of Almighty God, to testify the whole truth, and nothing but the truth, did depose and say.

Captain James Marks, a witness on behalf of the claimants, being duly sworn, deposes:

I am now the commander of the Steamship "Star of the South;" she is a regular packet running between New York and this place. I have been master of the "Star of the South" for four trips; I have been engaged as master and agent of this line, and before taking command of the "Star of the South;" for one year I was in command of the Ship "William Penn," before taking charge of the "Star of the South." Mr. A. J. Foot was the pilot on those ships; I have known Mr. Foot about two years; he was the pilot of the "Benjamin Franklin" and "William Penn" during the time I had charge of them as master and agent; I thought him a very good pilot in point of competency; he appeared to know the river well, and how to handle a ship; his habits were very temperate, and he was a man of considerable decision of character. I found him to be very prudent, and a man who appeared to have a great deal of judgment. During the time that I had charge of the "Penn," one of the line, and as Captain, I took particular notice of his habits, and competency in handling the steamer; I found him in every respect, I might say, an unusually prudent man; he piloted the ships during the time I was agent for them, and gave the masters of the ships "William Penn" and "Benjamin Franklin" perfect satisfaction. I have frequently heard Mr. Foot spoken of by agents, pilots, and masters, and they all speak of him in the highest terms.

Cross-examined.

These ships are propeller steamships. Foot has made three trips with me—three up and three down. He made these three trips on the steamship "William Penn." These three trips are the only voyages that I ever made with Mr. Foot. Being requested to state the names of some of those persons who have spoken to witness of Mr. Foot's reputation as a pilot, answers. I have heard Mr. Stanton and Palmer, steamship towboat agents; Captain Wilder, pilot and captain of towboats; I have heard Captain Sullivan speak of him; I have heard a number of towboat pilots and captains speak of him, but I do not recollect their names. JAMES MARKS.

Capt. M. Wilder, a witness for the "Crescent City," being duly sworn, deposes:

I am now a pilot on the river, and am the pilot of the Steamship "El Dorado" and "United States." I am a United States licensed pilot, and am sometimes applied to by the Board of Examiners of pilots to assist them in their examination. I am acquainted with the river between New Orleans and the Passes. The Chart is, in my opinion, correct; but, in my opinion, the shore makes a little more out, between the willows and the angle of the point. It is not so straight as on the map. There is an eddy under this point, and it extends from the point, not quite to the willows. This eddy varies in accordance with the winds and tides. You can run, starting from the willows, on a steamship going up, about a length and a half if the water be low, from the eastern bank, until you get up about half way between the willows and the point. I usually run the outer edge of the eddy till I turn the point. My object in running to the outer edge of the eddy, would be to prevent her meeting the current which is coming down all the time bold on the shore above the point, and which might cause her to make a sheer. There is a good anchorage from Garr's boat-house up as far as half way between the willows and the point. Indeed, there might be up to the point but for the eddies, which are too strong. When towboats or steamships come down and meet a fog, it is usual for them to anchor there. This is the common anchorage ground. This is the place they come to when they want to anchor. If I were on a steamship going up, and was to see a towboat with her tow anchored there, I should go outside. I know Captain David Kinney, and have known him since 1836. I know his general character for truth and veracity. I would believe him under oath as quick as any other man I know of. Being asked what is his character for sobriety, and whether he is a common drunkard, answers, No, I do not consider him so; I have travelled on boats with him; I have never seen him in liquor when on duty. His reputation as a pilot is good; he is considered a good pilot; he has been here for 23 or

24 years and has always been employed. Before Capt. Kinney took charge of steamships as pilot, he was Captain and pilot of towboats. When Capt. Kinney got Capt. Foot to take my place as pilot on the "Crescent City," I was detained at home by the illness of my wife. He came back afterwards and told me that he had engaged Captain Foot, to go down for me. I knew Captain Foot at that time. He had been pilot before of the "Benj. Franklin" and "William Penn." His reputation as a pilot was good. I had known him as master of the Towboat "Louisville," on the "Die Vernon," and on the steam propellers, and I never heard anything said against his reputation. I have never heard anything said against his character in no way—nothing against it for sobriety or in any other way.

Cross-examined.

Being asked if ascending on a steamship towards the English Turn, and saw a tow above, being uncertain whether she was descending the river or at anchor, what course he would pursue if coming upon the eastern bank, answers. I should go slow at first, and then if I found that he neared me too fast I should stop. Being asked if he would venture to cross the bow of the tow under the circumstances stated if he thought she was descending, answers. No, I would not. Being asked if he never saw Captain Kinney drunk, answers. No, I never saw him so that he could not *not* walk. I have never been on a vessel with Foot when he was acting as pilot, but I have been on the "Louisville" when he was acting as Captain.

M. WILDER.

Captain William A. Chambers, a witness on behalf of the "Crescent City," being duly sworn, deposes:

I have been engaged in the towing business between New Orleans and the Passes for the last three years; I was also in the towing trade in '29, '30, and '32; I am acquainted with the navigation of the river about the English Turn. Being shown the chart, says that between Garr's and Lessep's the river cuts more in than is there represented. There is anchorage ground from the angle of the point to the willows; this is a usual place of anchorage in case of bad weather or fog, or any accident; we usually anchor there; there is no good place of anchorage, except above the point on the western side, till you get to Benjamin's; the eddy commences a short distance above the willows, and extends to the angle of the point. Being asked if he were coming up, and was to meet a tow at anchor just above the willows, whether he would go inside or outside, says: I would go outside. Being asked how he would navigate an ascending vessel from Garr's boathouse to the point, says: You could keep close in to shore, say some fifty yards or so, till you got to the willows, and then commence to go out. My object in going out would be to avoid a flat which is there, and to keep outside of the eddy, or on the

edge of the eddy, so as to have room to turn the point. I have known Captain Kinney for several years. He has travelled with me on the "Streck," the boat I now have. I know his reputation for truth and veracity. I have never seen anything out of the way. I believe him to be a good old man. I would believe him under oath. Being asked what was his reputation as a drinking man, says: He has travelled with me often on my boat; there was liquor on board; he has been asked to drink, but never took anything. I have always heard him spoken of well as a pilot. I know Captain Foot, and have known him for five or six years. I cannot say what his reputation as a pilot is. I have never heard anything against him as a pilot, nor been on a boat with him. I have known him to be captain on the "Caledonia," and afterwards he was pilot on the "Hercules," and captain on the "Die Vernon;" I know that Captain Snow was interested in these boats, and I believe he was interested in the "Die Vernon." I have never seen Captain Foot drunk. I also knew Captain Foot when he was Captain of the Towboat "Louisville," and the "Louis Philipi." I have never heard his competency during this time questioned.

Cross-examined.

It is not customary for towboats descending with a tow to come to anchor, unless in case of accident, or something breaking, or shortness of water. Being asked whether he agrees with Wilder in his statement on cross-examination to the questions propounded to him, as to how he would manage an ascending steamship, says: If I were ascending the river and met a tow coming down, I would try to keep my place till I found the tow was getting too close, and then I should stop. I think I should do as Captain Wilder says he would do—but if I thought she was at anchor I should go outside. I have never piloted a steamship. I have been a regular pilot on the river. I have been a regular pilot between the City and the Balize. I am acquainted with Captain Kinney. I have seen him some ten or twelve years ago under the influence of liquor, but not *but not* such an extent as to prevent him from attending to business—but for the last six or seven years I have never seen him drink any strong liquors. I have been intimate with him for the last five or six years. I have never been on board a boat with Foot when he was acting as pilot.

Re-examined.

I have been captain of the towboat "Streck" for nearly three years. I own an interest in the "Streck."

W. A. CHAMBERS.

M. Davis sworn, says:

I have been pilot and captain of towboats, and have followed the business for over eighteen years. The eddy commences on the eastern shore, at about 50 or 60 yards above the willows, and runs

up to the angle of the point. There is good anchorage all along the point, a little below the willows. We often anchor there in a very dark night, or in case of fog. Small sailing vessels coming up without tow frequently anchor there. If I were on a vessel coming up the river and saw a vessel anchored there, I would direct my course outside. In going up from the willows to the point we keep the point wide open, so as to come around gradually at the angle of the point. The bank is not quite as straight as is represented in the chart—it comes around more gradually. I know Captain Kinney, and have known him over eighteen years. I served my time under him, and was with him for seven years. I have seen him frequently since I left him. I would believe him under oath as quick as any man in the city. Being asked as to his habits for sobriety or otherwise, when he was with him, answers: He always knew what he was doing—he never did anything wrong. For the last six or seven years I have frequently asked him to drink, but he declined, and during the greater portion of that time, I do not believe that he ever drank anything. I consider him the smartest pilot on the river. I never knew of his being out of employ as a pilot. I knew Captain Foot; we were both pilots in the employ of the Ocean Line, at the same time. I never served on the same boat with him. I have heard among the same class of men to which Foot belongs, that he was a good pilot. He was kept under pay when the boat was laid up. I know that Captain Smith of the "Die Vernon" was discharged, and that Foot was put in his place. The "Die Vernon" was then employed as a towboat.

Cross-examined.

I have never been pilot on a steamship. It is not common for towboats descending with a tow, to come to anchor, on a clear night, unless some accident should happen to her. Question. If you were coming up the river, just below the English Turn, on the eastern bank, and saw a towboat in advance, would you venture to take the outside of her, unless you were sure she was at anchor? Answers: If I was sure that she was at anchor, I would go outside, if I was not sure I would go slow and see. I would not venture to take the outside track till I was satisfied that she was at anchor. Being asked whether he has not seen Captain Kinney out of the way as to liquor, answers, No, not when he was on duty commanding a boat, and when I was with him, I saw him once out of the way when not on duty. This was when we thought we had got a prize which we brought up to the city, had her libelled for salvage, and when all hands afterwards got on a spree. Being questioned what time he refers to, when he spoke of Foot being under pay when the boat was laid up, answers, it was on the "Hercules" when she was laid up for some six weeks or two months, when Foot was on board, kept under pay, and acted as mate, or in some other way. I

was employed at the same time on the "Panther," in the same time. Foot was employed in the "Hercules" when she laid up, and I do not know exactly what he did. I know that I was discharged when the "Panther" laid up.

M. DAVIS.

Captain J. B. Murray, a witness on behalf of the "Crescent City," being duly sworn, deposes.

I am employed in piloting up and down the river, the Steamship "Daniel Webster," a side-wheel boat, and the propeller the "Star of the South." I have been in the river between the City and the Passes since 1832. Being shown the chart, says that at a little above the willows, the eddy begins; a southeast wind would make the eddy wider up towards the point. In ascending the river on a side-wheel steamship, I would keep pretty close to the willows, and haul out when I got above, keeping the outer edge of the eddy until I struck the current at the turn, after which I haul in close. We haul out a hundred yards, perhaps a hundred and fifty at times; this is when we commence to haul out from the willows. I have anchored very often in the slackwater below the point, and have often seen others anchor there. I know Captain Kinney. I was with him in 1833. I should believe him under oath as quick as I would any man on the river. I do not know what his habits are as regards sobriety. I do not know Captain Foot, but have known him as being in the river. Being asked what his reputation as a pilot is, answers, I have never heard anything against him. I made one trip with him, when he was captain and I was pilot. There is no greater difficulty in piloting a side-wheel steamer than a propeller, that I know of. A propeller will answer her helm quicker.

J. B. MURRAY.

United States of America, Eastern District of Louisiana, City of New Orleans.

I, W. O. Denegre, a Commissioner duly appointed by the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, under and by virtue of the Acts of Congress, entitled "An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed February 20th, 1812, and the Act of Congress, entitled "An Act in addition to an Act, entitled 'An Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States,'" passed March 1st, 1817, and the Act passed Sept. 24, 1789, entitled "An Act to establish the Judicial Courts of the United States," do hereby certify that on the 17th day of January, A. D. 1854, I was attended by the witnesses and W. H. Hunt, on behalf of the "Crescent City," and W. C. Micou, on behalf of the Towboat "Star," and Logan Hunton, Esq., and the witnesses, *and*

the witnesses were by me carefully examined, and cautioned, and sworn to testify the whole truth, and the depositions were by me reduced to writing, in the presence of the witnesses; and after carefully reading the same to the witnesses, they subscribed the same in my presence. I have retained the said depositions in my possession, for the purpose of sealing up, directing, and forwarding them to the Court for which they were taken. I further certify, that I am not of counsel or attorney to either of the parties in said depositions mentioned, or in any way interested in the event of said civil cause depending between Hill et al., and Steamship "Crescent City" and the Towboat "Star."

In testimony whereof, I have hereunto set my hand and seal, this 20th day of January, in the year of our Lord one thousand eight hundred and fifty-four.

W. O. DENEGRE, [L. S.]
U. S. Commissioner, Circuit and District Courts U. S.
for the Eastern District of Louisiana.

Commissioner's fee, $15, paid by "Crescent City."

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and Others
v.
Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty.

Opinion and Reference to Commissioner in Admiralty, received March 4th, 1854.

On the 5th of November, 1852, the Towboat "Star" left this port for the Balize, having in tow the Ship "Ocean Queen," on her larboard, and the Ship "Charles and Jane" on her starboard side, and a brig in tow astern. While these vessels were proceeding on their way down the river, and when they were about twenty miles below the city, the Steamship "Crescent City," ascending, came in collision with the "Ocean Queen," and so far injured her as to disable her from the prosecution of her voyage, and to compel her to return to this port for the purpose of refitting. The collision occurred at about 12 o'clock at night. The libel filed on behalf of the "Ocean Queen" alleges that it was occasioned by the fault and negligence of the Steamship "Crescent City" and the Towboat "Star," and that the damages caused to the "Ocean Queen," for the cost and repairs, expenses, and demurrage, amount to the full sum of $25,000. The libel on behalf of the "Ocean Queen" was filed on the 10th of November, 1852. On the 16th of November, a libel was filed on behalf of the United States Mail Steamship Company against the Towboat "Star" and the Ship "Ocean Queen," claiming damages for injuries received by the "Crescent City," in the collision, for her loss of time,

and for expenses of her officers and crew, amounting in the aggregate to the sum of $25,000. On the 30th of November, another libel was filed by the "Ocean Towboat Company" against the Steamship "Crescent City" and owners, claiming damages for loss and injuries sustained in consequence of the collision, to the amount of $3,000.

These libels contain mutual charges of carelessness, negligence, and want of skill on the part of those in charge of the respective steamers. The cases have been consolidated and argued together.

No fault certainly can be attributed to the officers of the "Ocean Queen." She was entirely under the control of the Towboat "Star," and for all the purposes of manœuvring was utterly powerless. It is perfectly clear that her owners are entitled to recover the amount of damage they have suffered; and the question now to be decided is shall they recover it from the owners of the "Crescent City" or of the Towboat "Star." This question I shall proceed to determine, after an attentive examination of the mass of testimony which has been read to the Court, and which, as usual in cases of this nature, is exceedingly conflicting.

I should extend this opinion to an unreasonable length, were I to comment particularly on the testimony of each witness. I shall, therefore, give the general result of my examination and the conclusions at which I have arrived, instead of presenting in detail the evidence on which those conclusions are founded.

In the first place it is impossible to examine the facts of this case without being struck with the strong analogy between it and that of the "Ohio," decided by this Court in 1851. That, like the present, was a case of collision between a towboat descending with a tow, and a steamship ascending. The "Crescent City," like "Ohio," was ascending on the eastern shore of the river, or it is contended on her behalf, that such was her true position at the time of the collision. On behalf of the towboat "Diana," it was contended, with the same zeal and confidence which have been exhibited in this cause, that she was descending with her tow in her proper place in the middle of the river. The very pilot, Peter Curran, who was pilot of the "Diana," when her collision with the "Ohio" occurred, was acting in the same capacity for the Towboat "Star" at the moment of the collision which has given rise to the present action. His testimony in regard to the position of the respective steamers was as positive and unequivocal in the former case as in the one now before the Court, and he was sustained by evidence of other witnesses as direct and clear in the one case as in the other. There is one material fact which rendered the case of the "Ohio" stronger in favor of the descending towboat than that of the "Star." There it appeared that the captain, who was in command of the "Diana," was up and on the look-out. Here it is evident that the captain had retired to rest, and came out immediately on hearing the bell of the "Star" ring to stop the boat.

On cross-examination, he states that he had been asleep—had just got into a doze. I cannot resist the conclusion that the witnesses, who swear to the fact, that the "Star" with her vessels in tow, was in the middle of the river, were as much mistaken in reference to that fact, as they were in reference to the true position of the ascending steamship. That the latter was running in her proper place along the eastern shore, is a fact, rendered so clear and certain by the testimony of Foote, the pilot, of Lieut. Renshaw, the officer of the deck at the time of the collision, of the steersman at the wheel, and of Captain Davenport, the commander of the steamship, that it can hardly admit of a reasonable doubt. That the "Star" was much nearer to the eastern than to the western shore, is equally evident. The pilot and the steersman of the "Crescent City" seemed to have been deceived in consequence of the contiguity of the descending steamer to the eastern shore, and were at a loss to determine whether she was running up the river, or lying at anchor. They were evidently aware of their own position, and were looking intently at the other boat, to ascertain whether they should run inside or outside of her. They discovered their mistake when it was too late to avoid the collision. But they cannot be properly held responsible for the consequences of a mistake, which was the result of the fault of the other steamer. It was clearly the duty of the descending Towboat to ring her bell, and shut off her steam at a suitable distance off, and float upon the current of the river. This signal given in season to enable the ascending steamer to do the manœuvring, was absolutely necessary to relieve the towboat from the charge of gross negligence. It was absolutely necessary to notify the ascending steamship, that she was in fact descending, and that the latter must take the usual precautions to steer clear of her. But instead of this timely signal, we find that no bell was rung and no order given to stop the engine, until it was entirely too late. The state law requires, that the bell shall be rung at the distance of a mile from the ascending boat. I have never had occasion to decide upon the obligatory force of this law in a court of admiralty, but I have ever regarded the rules prescribed by it for the government of steamers meeting on the river, as in the highest degree salutary, if not absolutely necessary in most cases, to prevent a collision. By Mr. Justice Campbell, the law is regarded of binding obligation; and I feel that I am conforming fully to the view he has taken of the duties of those having charge of steamboats on the Mississippi, when I decide, that the Towboat was guilty of gross negligence in this instance. It is true, that the "Crescent City" changed her course immediately before the collision, and although it was a manœuvre which proved ineffectual to extricate herself from the difficulty, in which she was suddenly and unexpectedly placed by the Towboat, it should not be imputed to her as a fault, if her efforts were unsuccessful. She is not to blame, if in an emergency, which she had no

agency in producing, she failed to foresee the best course that could have been adopted. It is upon those who brought about the danger, rather than upon those who in the exercise of ordinary prudence and skill were unable to avoid it, that the consequences of the disaster should fall.

A strong effort has been made to prove that Foote, the pilot of the "Crescent City," was incompetent. The effort, however, has signally failed. Independently of the strong testimony in his favor from various persons of great skill and experience as pilots, it is satisfactorily shown, that he had been repeatedly employed even by those who have sought on this occasion to establish his incapacity. It is admitted by all parties, that the eastern shore was the proper position for an ascending boat, and the testimony of Foote, that he was actually in that position, is fully corroborated by the concurrent testimony of the steersman, the officer of the deck, and the commander of the steamship. The great experience of the two last-named witnesses, and the coolness displayed by them on the occasion, forbid the belief that they testified under any great misapprehension of the distance of the "Crescent City" from the eastern shore. Lieut. Renshaw declares, that "after the vessels separated about half a ship and length, he observed that the 'Crescent City' was so near the east bank, as to be in danger of backing into the shore." Again he says: "The steamship had before the collision been running as close to the eastern shore as was prudent for the safety of the ship. He thinks not exceeding twice her length from the shore." In reference to the conduct of the pilot he says: "If the helm of the steamer had not been put a-starboard, she would have run directly on to the Towboat or her tow, and if the helm had been put a-port, he thinks the 'Crescent City' would have ran ashore." The witness Damon says: "We were coming up the river, hugging the eastern bank as near as we possibly could." Captain Davenport says: "I think the 'Crescent City' was about twice her length from the eastern bank at the time, and immediately after the collision. After the collision she continued to back, until I was fearful she would back on shore, and I then cautioned the pilot." Another and not unimportant fact, showing that the collision occurred near the eastern shore, is that after the collision the captain of the Towboat ordered the starboard tow to be taken to and left at the eastern shore, while he proceeded to the assistance of the "Ocean Queen," which had been broken loose by the collision. We naturally concluded that he sought the eastern shore, because it was nearer and more convenient.

These facts, taken in connection with the entire failure on the part of the towboat to observe the usual and necessary precautions to prevent an accident, have led my mind to the conclusion that the collision was caused by the negligence and want of skill on the part of those who had charge of her, and that no blame can be fairly thrown upon those who navigated the "Crescent City."

The cases will be referred to R. M. Lusher, Esq., to take an account of the damages sustained not only by the "Ocean Queen," but by the "Crescent City." In this account will be included the actual cost of the repairs, and the loss sustained by detention. Upon the coming in of the account, a final decree will be entered.

Stated Sessions. February Term, 1854. Saturday, March 4th. In Admiralty. The Court met at 10 A. M. Present, Hon. T. H. McCaleb.

CHARLES HILL and other owners of Ship "OCEAN QUEEN," *v.* Steamship "CRESCENT CITY" and Towboat "STAR." } No. 6824.

U. S. MAIL STEAMSHIP CO. *v.* Towboat "STAR" and Ship "OCEAN QUEEN." } No. 6826.

OCEAN TOWBOAT CO. *v.* Steamship "CRESCENT CITY." } No. 6828.

The Court having heretofore, on the 25th January last, taken these cases under advisement, and carefully examined and maturely considered the evidence, the argument of counsel, and the authorities adduced, and now being of the opinion that the collision complained of was attributable to the improper position in the river, and the bad management of the Towboat "Star" (as set forth at length in the opinion and judgment of the Court, delivered from the bench, and now of record),

It is now ordered, that the cases be referred to Robert M. Lusher, Esq., Commissioner in Admiralty, to take an account of the damage sustained not only by the "Ocean Queen," but also by the Steamship "Crescent City," including the actual cost of repairs and the loss sustained by the detention of either or both of these vessels in consequence of said collision, and that said Commissioner's Report be returned into Court, to serve as the basis of a final decree.

United States District Court, Eastern District of Louisiana.

CHARLES HILL et al., owners of Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and Towboat "STAR."
} In Admiralty. No. 6824.

Admiralty Commisioner's Report of Damages sustained by Ship "Ocean Queen."

Presented and filed May 16th, 1854.

To the Honorable Theo. H. McCaleb, Judge of the District Court of the United States for the said District.

The undersigned, Commissioner in Admiralty, respectfully reports herewith, in detail, in a schedule marked "O. Q.," and made part of this Report, an account of the damage sustained by the Ship "Ocean Queen" (while in tow of the Steam Towboat "Star"), from a collision on the 6th November, 1852, with the Steamship "Crescent City," including therein, as directed by the judgment of the Court, the actual cost of the repairs and the loss sustained by detention.

It is proper to remark, that in the account and vouchers submitted to the undersigned, there are two items which cannot properly, in his opinion, be recovered of the party cast, and which he has therefore excluded in the account "O. Q.," now reported. One is a commission of $2546 31 charged on the invoice value of the cargo of the ship, at a rate of 2 per cent., fixed by the Chamber of Commerce of this City, for the "landing, custody, and reshipping of merchandize from vessels in distress," and the other also a Commission, amounting to $197 11, of 1¼ per cent. for negotiating and endorsing the Master's Drafts to pay the amount of the repairs and expenses of the vessel.

From the aggregate cost of the materials and work for the repairs and outfitting of the ship, $60 have been deduced on account of the old materials retained for the use of the ship, as suggested by the Surveyor's Report.

The whole amount of the damages and expenses, direct and consequential, suffered by the ship, is $19,465 79, as is shown in detail and under classified heads, in the written schedule.

With this report is submitted the testimony of R. B. Sumner, with the statement and vouchers referred to by him, and a certificate of the survey of the ship by R. S. Robertson, Jr., Marine Surveyor; this being the entire evidence offered by the owners of the Ship "Ocean Queen," and submitted to the examination of the proctors for the Towboat "Star."

No testimony has yet been offered as to the amount of the damages sustained by the Steamship "Crescent City."

Respectfully submitted to your honor by

ROBERT M. LUSHER,
Commissioner in Admiralty.

United States District Court, Eastern District of Louisiana.

CHARLES HILL and others, owners of Ship "OCEAN QUEEN,"
v.
Towboat "STAR," tackle. } No. 6824.

Schedule "O. Q." 1st.—Necessary repairs.

Huges, Valette & Co., material, lumber, &c.,	$2,260 45	
And carpentry and caulker's work, . .	2,857 31	$5,117 76
Huges, Valette & Co., blacksmith's and iron work, ...		328 86
Wm. Cook, scraping top, sides and deck, .		70 00
Jos. Deseamus, painting and materials, .		325 00
Wm. Sarazen, joinery, ...		292 60
A. O. Jackson & Brewer, rigger's work, .		185 00
John Strapel, head pump, &c., . . .		47 25
M. M. McMahon, block maker, . .		22 50
C. A. Eager & Co., hawsers, . . .		812 02
C. A. Eager & Co., anchor, . . .		203 20
Cost of new materials and repairs, . .		$7,404 19
Deduct appraised value of old materials retained by ship (see Surveyor's Report and appraisement), namely:		
Old hawsers, $50; anchor, $10, . .		60 00
Net cost of repairs necessitated by collision,		$7,344 19

Note. The vessel was not put in dock.

2d.—Direct expenses incurred by removal, &c., of cargo.

To make repairs, see Surveyor's Report.

A. O. Jackson & Brewer, discharging 2,870 bales cotton, &c., ...	$481 00	
New press, hauling and storing 2,870, and recompressing and repairing 2,348 bales,	2,714 98	
Levee steam press, recompressing and repairing 200 do., ...	150 00	
A. O. Jackson & Brewer, storing 2,870 bales cotton, ...	1,008 50	$4,354 48
Amount of repairs and direct expenses, .		$11,698 67

3.—Necessary towage.

Towboat "Louisville," from 3d District to dry dock, ...	$15 00	
Good Intent Line, from dock to 3d district,	15 00	
		30 00

4.—Incidental expenses.

Levee fees, on 824 tons, at 25 cents, .		206 00
J. P. Whitney & Co., labor, ferriage, &c.,	175 50	
Clearance and sundries, ...	48 95	
		224 45
Notary's fee for noting and extending protest, ...	12 00	
Port Warden's general surveys, . .	25 00	
Robertson & Swain, surveys on ship, &c., and supervision of repairs, . . .	149 40	
		186 40
Merchant's commission on $12,405\frac{52}{100}$, advanced and disbursed for ship, 5 per cent.,		620 27
Direct (losses and expenses) damages, .		$12,965 79

Consequential damages.

65 days' demurrage (850 tons), at $100 per day, ...	6,500 00
Total damages recoverable of Towboat "Star,"	$19,465 79

With 5 per cent. interest on $12,965 79, from the 6th day of November, A.D. 1852 (date of the collision), till paid.

ROBERT M. LUSHER,
Admiralty Commissioner.

May 16th, 1854.

United States District Court, Eastern District of Louisiana.

CHARLES HILL and others owners of Ship "OCEAN QUEEN,"
v.
Towboat "STAR," &c.
} In Admiralty. No. 6852.

Testimony of R. B. Sumner, for libellants. Taken before admiralty commissioner, 5 P.M., Tuesday, May 2d, 1854. Filed in Court, May 16th, 1854.

Present: Edward A. Bradford, Esq., for "Ocean Queen;" John Finney, Esq., for Towboat "Star."

Richard B. Sumner, a witness for the libellants, owners of the Ship "Ocean Queen," having been duly sworn, deposes:

I am a member of the firm J. P. Whitney & Co., consignees of the Ship "Ocean Queen."

All the disbursements in the account marked "O. Q.," and referred to in the vouchers, marked "L," accompanying the same, were made by me, as of said firm, on account of the Ship "Ocean Queen," after the collision with the "Crescent City," date shown therein.

The commissions therein are correct; every dollar as charged, was paid to us by the owners of the ship. They are at the rates fixed by the Chamber of Commerce of this city.

We cleared the vessel for sea before the collision. She was compelled to return to the city in consequence of the collision, and was detained here sixty-five days before she could start again.

The invoice value of the cargo on the ship was $127,315 50.

The demurrage of such a ship, I estimate at $100 per day, a ship of such capacity and value.

All these expenses were incurred on account of the collision, every dollar of them.

Cross-examined by Mr. Finney, for the Towboat "Star."

The demurrage of a vessel varies according to the size of a ship. It covers the interest of the value of the vessel, insurance, wages and provisions of crew, and other necessary expenses of a vessel during her detention in port. I estimate the demurrage herein at $100 per day, according to the ordinary rule for vessels of the size of the "Ocean Queen," which is of about 3,000 bales capacity (her tonnage I forget); I think that she is about 850 tons. Demurrage varies but little in consequence of changes in price of wages, provisions, &c. It is settled by agreement, between owners and charterers. The demurrage herein is what would have been a fair demurrage at the time in question. If the vessel had been chartered, her demurrage during detention would have been fairly estimated at $100 per day. The "Ocean Queen" lost almost one voyage of the season, by the collision and detention.

The invoice value of the cargo we ascertained from the shippers, to whom we applied directly for the information.

R. B. SUMNER.

Sworn to and subscribed at New Orleans, this 2d day of May, 1854, before

ROBERT M. LUSHER,
Admiralty Commissioner, &c.

With the account or statement of expenses, of date May 1st, 1854, marked "O. Q," and the vouchers accompanying the same, the libellants, owners of the "Ocean Queen," also offer in evidence (not objected to), a certificate of survey, by R. L. Robertson, Jr., Marine Surveyor, of date January 5th, 1852.

ROBERT M. LUSHER,
Admiralty Commissioner.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and other owners of Ship "OCEAN QUEEN," *v.* Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6824.

Account "O. Q."

Referred to in testimony of R. B. Sumner, before Admiralty Commissioner.

Filed in Court, May 16, 1854.

Statement of expenses incurred on account of damage done to Ship "Ocean Queen," while in tow of the "Star," occasioned by coming in contact with the Steamship "Crescent City."

The following bills, viz.:

1.	City of New Orleans; levee fees,	$206 00
2.	A. O. Jackson & Brewer; discharging cargo, &c.,	481 00
3.	New Press Drayage; storage; recompressing; mending cotton,	2,714 98
4.	Levee Steam Press; recompressing and mending 200 bales cotton,	150 00
5.	Towboat Louisville; towage to Dry Dock,	15 00
6.	William L. Poole, Notary; protest and copy,	12 00
7.	Hughes, Valette & Co.; ship carpenters,	5,117 76
8.	A. O. Jackson & Brewer; rigger's work,	185 00
9.	William Cook; scraping top, sides and decks,	70 00
10.	Hughes, Valette & Co.; blacksmith's work,	328 86
11.	C. A. Eager & Co.; anchor,	203 20
12.	J. Strasel; pump-maker,	47 25
13.	C. A. Eager & Co.; hawsers and ropes,	812 02
14.	William Zarazin; joiner,	292 60
15.	Good Intent Towboat Line; towage from dock to third district,	15 00
16.	A. O. Jackson & Brewer; stowing cargo,	1,008 50
17.	J. P. Whitney & Co.; cash paid labor, ferriage, etc.,	175 50
18.	Port Warden's surveys,	25 00
19.	Robertson & Swain; surveys and assessment,	149 40
20.	J. P. Whitney & Co.; cash paid clearance and sundries,	48 95
21.	J. Deseamus; painter,	325 00
22.	M. M'Mahon; block-maker,	22 50
		$12,405 52
	Commission for advancing and disbursing the above amount, $12,405 52, at 5 per cent.,	620 27

Landing commission on invoice value of cargo, $127,315 50, at 2 per cent., ... 2,546 31

$15,572 10

Commission negotiating and endorsing Captain Mathews' drafts, to pay above amount, at 1¼ per cent. on $15,769 21, ... 197 11

$15,769 21

We hereby certify that the above-enumerated bills have all been paid by us in cash, and that we have received the full amount of the same, viz., fifteen thousand seven hundred and sixty-nine dollars, and twenty-one cents, from the Ship "Ocean Queen" and owners.

J. P. WHITNEY & CO.

NEW ORLEANS, May 1, 1854.

Concerned debtors to Ship "Ocean Queen" and owners.

For cash paid J. P. Whitney & Co.'s account, as annexed, ... $15,769 21

For demurrage of ship, from November 6 to January 10, when ship left for sea, 65 days, at 100 dollars, 6,500 00

$22,269 21

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and others, owners of Ship "OCEAN QUEEN," *v.* Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6824.

Document Z.

Being twenty-two vouchers, referred to in testimony of R. B. Sumner, and annexed to statement "O. Q." Before Admiralty Commissioner.

Filed in Court, May 16th, 1854.

1.—Copy.

Ship "Ocean Queen" and owners.

To City of New Orleans.

For levee fees; 824 tons, at 25 cents, ... $206 00

Received payment, January, 1853.

JOHN S. WALTON,
Collector.

2.—Duplicate.

Ship "Ocean Queen" and owners.

To A. O. Jackson & Brewer.

Discharging 2,870 bales cotton, at 15 cents,	$430 50
Moving and mooring ship to repair,	18 00
Unbending sails,	16 00
Clearing up decks; hold,	16 50
	$481 00

Received payment, January, 1853.

JACKSON & BREWER.

3.—Copy.

Ship Ocean Queen and owners,

To New Press.

Hauling from ship to Press, and from Press to ship 2,870 bales cotton, at 10 cents per bale,	$287 00
Storage and labor on 2,870 bales cotton, at 20 cents,	574 00
Recompressing 2,348 bales cotton, at 50 cents,	1,174 00
Bagging and rope used in re-pressing said cotton, viz.,	
2,746 yards bagging, at 13 cents,	365 98
5,168 lbs. rope, at 6¼ cents,	323 00
	$2,714 98

Received payment, January, 1853.

L. A. PELLERIN,
Proprietor of New Press.

4.—Ship "Ocean Queen" and owners,

To Levee Steam Press.

Recompressing 200 bales of cotton,	$100 00
Mending and repairing same, 25 cents,	50 00
	$150 00

Received payment from J. P. Whitney, January 5th, 1853.

5.—Copy.

Ship "Ocean Queen" and owners,

To Towboat "Louisville."

Towage from 3d District to dry dock,	$15 00

Received payment, January, 1853.

THOMAS McLELLAN.

6.—Ship "Ocean Queen" and owners,

To William L. Poole,
Notary Public.

Noting and extending protest on the 15th November, 1852, and copy,	$12 00

Received payment, January, 1853, from J. P. Whitney & Co.
WILLIAM L. POOLE,
Notary Public.

7.—Copy.

Ship "Ocean Queen" and owners,
To Huges, Vallette & Co.

937 lbs. Spun Oakum, at 16 cents; 269 lbs. rough do., at 8 cents,	$171 44
1,683 " Spikes, 9 cents; 7,329 feet Oak Plank, at 6 cents,	581 21
2,679 feet Y. Pine, 3 cents; 2,736 feet White Pine, 6 cents,	244 53
698 cubic feet Oak, 75 cents; 839 Y. Pine, 50 cents,	864 25
45 " " White Pine, 50 cents; 73 lbs. Yellow Metal, 25 cents,	40 75
11 " " White Oak Knees, 82 in., at $1,	82 00
1,886 Deck Plugs, at 1 cent,	18 86
15 lbs. Comp. Nails, 25 cents; 58 lbs. Cut Nails, 7 cents,	7 81
23 feet lead pipe, at 20 cents; 156 " Sheet lead, 10 cents,	20 20
Thompson's Bill, Castings,	13 40
8 lbs. Copper Sheave Pins, 35 cents; 15 lbs. Wrought Nails,	5 50
8 Bundles Copper Jacks, 55 cents; use of stages, 45,	49 50
981¾ days Carpenters and Caulkers, $2 75; 45 days superintendent, at $3,	2,857 31
12 " Pitch boiler, at $2,	24 00
Hawsing Irons, Reeming Irons, Beetles,	35 00
9 lbs. Pitch, at $4; 500 Oak Wedges, at 10 cents,	92 00
16 Pitch Mops, at 62½ cents,	10 00
	$5,117 76

Received payment, January, 1853.
HUGHES, VALLETTE & CO.

8.—Copy.

Ship "Ocean Queen" and owners,
To A. O. Jackson & Brewer.

Rigger's work, sending down masts, getting out bowsprit, putting anchors on shore, moving ship, putting bowsprit, getting anchors on board, sending up masts and yards, putting up rigging fore and aft, 70 days, at $2,	$140 00
10 days master rigger, at $3,	30 00
Bending sails fore and aft,	15 00
	$185 00

Received payment, January, 1853.
JACKSON & BREWER.

9.—Ship "Ocean Queen" and owners,

To William Cook.

Scraping top, sides, lower and upper decks, . . $70 00

Received payment, January, 1853.

WILLIAM COOK.

10.—Copy.

Ship "Ocean Queen" and owners,

To Hughes, Vallette & Co.

1,796 lbs. Bolts, 12½ cents; repairing 3 Eye Bolts, 90 cents,	$226 30
9 Keyes, 5 cents; 79 lbs. Plates, 14 cents; 2 lbs. Bends, 16 cents, ...	11 83
532 Rings, at 5 cents; repairing House-pipe, $1, .	27 60
2 Kegs Bolts, 25 cents; 56 lbs. Key Bolts, 15 cents; 4 Plats, 10 cents, ...	9 30
151 lbs. Nails, 5 cents; 5 doys, 30 cents; 1 cast steel Bolt, 75 cents, ...	10 10
6 Hooks and Thimbles, 50 cents; 130 lbs. Chain Stopper, 14 cents, ...	21 20
Repairing Band, $1 50; 1 Broom Iron, $3 50; repairing Plate, 75 cents, . . .	5 75
Do. Bowsprit Shrouds, $2; 49 lbs. anchor, .	9 35
Do. 4 Eye Bolts, 20 cents; 28 lbs. Eye Bolts, 16 cents; 19 lbs. Ring Bolts, 15 cents, .	7 43
	$328 86

Received payment, January, 1850.

HUGHES, VALLETTE & CO.

11.—Ship "Ocean Queen" and owners.

To C. A. Eager & Co.

1 Iron Stock Anchor, 2,576 lbs., at 7½ cents, . .	$193 20
Drayage and labor on do., ...	10 00
	$203 20

Received payment, January, 1853.

C. A. EAGER & CO.

12.—Copy.

Ship "Ocean Queen" and Owners,

To John Strasel.

Putting on and furnishing a head pump in stanchion, .	$49 00
Less old lead pipe, ...	1 75
	$47 25

Received payment, January, 1853.

J. STRASEL.

13. Ship "Ocean Queen" and Owners,

To C. A. Eager & Co.

1	11½ In. Hemp Hawser, 2240 lbs., at 9½ cents,	$212 80
1	9½ " " " 1680 lbs., at 9½ "	159 60
1	Coil 7 In. Manilla, 1337 lbs., at 14½ cents,	193 86
1	" Hemp Rope, 4½ In., 475 lbs., at 9½ cents,	45 12
1	" Manilla Rope, 3½ In., 340 lbs., 14½ cents,	49 30
1	" " " 3¼ " 292 " " "	42 34
1	" " " 3 " 234 " " "	33 93
1	" " " 2¾ " 194 " " "	28 13
1	" " " 2½ " 158 " " "	22 91
1	Seizing, 55 lbs., ⅙ 1 coil spun yarn, 50 lbs., at 10 cents,	15 56
1	Piece Hemp Rope, 45 lbs., at 10½ cents,	4 72
	Drayage,	3 75
		$812 02

Received payment, January, 1853.

C. A. EAGER & CO.

14.—Copy.

Ship "Ocean Queen" and Owners,

To William Sarazen (Joiner).

371 Feet White Pine, at 5 cents,	$18 55
1072 Feet Cypress, at 4 cents,	44 88
3 Papers Copper Brads,	2 25
35 lbs. Cut Nails, at 8 cents,	2 80
3 lbs. Wrought, at 15 cents,	0 45
2 " Copper, at 45 cents,	0 90
2 Pair of Brass Pirt Hinges,	1 60
4 Doz. 1½ Inch Brass Screws, 2 cents; 1 Doz. 2 In. do.,	1 10
8 Copper Rivets, 8 cents,	0 40
2 Pair 3 Inch Brass Butt Hinges,	1 00
2 Brass Hooks and Staples,	0 50
6 Hings, 15 cents,	0 90
4 Padlocks,	2 00
28 Iron Staples, 1 12/100; 4 Iron Rings,	1 52
Carting and Ferriage,	4 75
76 Days' Work, at $2 75,	209 00
	$292 60

Received payment, January, 1853.

WILLIAM SARAZEN.

15.—Copy.

Ship "Ocean Queen" and Owners,

To the Good Intent Towboat Line.

Towage from Dock to 3d District, per Steamer "Mobile," $15 00

Received payment, January, 1853.

IN. BANEROF.

16.—Ship "Ocean Queen" and Owners,
To A. O. Jackson & Brewer.

Stowing 2870 bales Cotton, 35 cts.; 1 bbl. Soft Soap, $4, $1008 50
Received payment, January, 1853.
JACKSON & BREWER.

17.—Ship "Ocean Queen" and Owners,
In Account with J. P. Whitney & Co.

For cash paid the following bill:

To D. G. Kelly, for 52 days' labor while repairing, at $2,	$104 00
To J. Chenery, for 14 days' services assorting and marking cotton, at $3, ...	42 00
To R. Matthews, for ferriages, omnibus, cab hire, and expenses while repairing, ...	29 50
	$175 50

New Orleans, January, 1853, settled and paid.
J. P. WHITNEY & CO.

18.—Copy.

Ship "Ocean Queen" and Owners,
To Port Wardens,

General survey, ... $25 00
Received payment, January, 1853.
L. A. AUBERT,
Clerk, Central Office of the Port Warden.

19.—Ship "Ocean Queen" and Owners,
To Robertson & Swain.

Surveys on Ship, and superintendence during repair, .	$78 50
Surveys on 2870 bales Cotton on board and in press, 2 cts.,	57 40
Duplicates of Surveys, ...	3 50
Assessing Ship for contribution, ...	10 00
	$149 40

Received payment, January, 1853.
ROBERTSON & SWAIN.

20.—Ship "Ocean Queen,"
In Account with J. P. Whitney & Co.

For cash paid the following bill:

Clearance at Custom-house, ...	$3 15
Lloyd's Agent for Certificate, ...	12 90
Watching Cargo on Levee 10 nights, . . .	20 00

British Consul Certificates, ... 12 90

$48 95

New Orleans, January, 1853, received payment.
J. P. WHITNEY & CO.

21.—Ship "Ocean Queen" and Owners,

To J. Deseames.

Painting, and furnishing materials, . . . $325 00
Received payment, January, 1853.
JOSEPH DESEAMES.

22.—Copy.

Ship "Ocean Queen" and Owners,

To M. McMahon.

1 single and 1 double 8 in. mortice block, at 10 cts. per in.,	$3 20
1 double 7 in. and 1 single 6 in. do. do. do.	2 00
1 Grindstone, broke on the topgallant forecastle by collision,	2 00
2 5½ in. lignum vita dead eyes, 40 cts. per in., . . .	4 40
1 6½ in. and 1 5 in. dead bulls, 40 cts., ...	4 60
2 single 8 in. plank block, 12½, ...	2 00
1 4 in. bush sheave and pin, ...	80
1 doz. large size jib hanks, ...	1 00
Repairing and riveting 3 old blocks, ...	2 50
Received payment January, 1853, ...	$22 50

M. McMAHON.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and others, Owners of Ship "OCEAN QUEEN," *v.* Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6824.

Certificate of Survey of ship by R. L. Robertson, Jr.; offered in evidence this 2d May, 1854, before Admiralty Commissioner. Filed in Court, May 16th, 1854.

State of Louisiana; City of New Orleans.

The undersigned Inspectors for Underwriters of New Orleans, and General Marine and River Surveyors, for the inspection of vessels, steamers, and cargoes, January 5th, 1852,

By request have this day held survey on the Ship "Ocean Queen," Captain Matthews, and learn from the captain that while

descending the river last night in tow of the Towboat "Star," and when a little below the English Turn, was run into by the Steamship "Crescent City," which ship was bound up. She struck the "Ocean Queen" head on at the larboard side, just over the hawse pipe, and damaged her so badly, that it was impossible for her to proceed on the voyage, and, after consultation, determined to put back again to the port for repairs, which was accordingly done as soon as possible, and that all the facts of the case are fully set forth in the protest. After careful examination reports as follows: The whole larboard bow from the stem back nearly to the five rigging and down to the lower deck, including the breastworks, one beam ceilings, hanging and lodge knees, cross and fore and aft carlins, forecastle deck, cat head and windlass, bitts and small deck over the forecastle, kinglit heads and all are completely smashed up, and the hood ends started down, and off from the stern, for some twenty streaks of planks; head sails, head boards, and trail board, check knees, &c., bottle sides broken, larboard lower anchor both arms broken, and stopper and catheads entirely gone; starboard side—the bow seems to be twisted and dropped, so much so that the rails, both main and monkey, are all out of place; deck butts all started, some of them as far aft as the captain and outside; her butts and seams are all badly shaken and strained by the concussion, and down on the walls on the starboard side, where she sallied over on to the steamboat's guard, the plank is bruised, and some of the trunails started, so that it will be necessary to recalk the ship probably down to the copper: therefore advise that the ship be placed in a convenient berth as soon as possible, and so much of the cargo as may be necessary to come at the damage to repair it, be discharged and stored in one of the cotton presses in the 3d District, and, when the between-deck is all discharged, further survey be held, so as to ascertain if it may be necessary to discharge any more.

When the cargo was all out between decks, again held survey, and, finding that she could not be repaired without discharging more of the cargo, advise that the cotton be all taken out of the firehold, commencing at the main hatch and working forward, so as, if possible, to get bows enough out of water, to bring the copper out, to see if any of the nails are started, and the seams good.

Upon subsequent examination found the upper edge of the copper forward, was but just as wash, so that nothing satisfactory could be seen, and the ship setting so much by the stern as to make her position an uneasy one, and as it is thought best to recalk her at least down to the copper, which could not be done without discharging her whole cargo, advise that it all be taken out and stored, and the ship transported to the opposite side of the river to the Louisiana dock, for repairs and docking, if it should be necessary to look at her bottom, and in the interior carpenters set to work to clear away the wreck of the broken and bruised timber preparatory to repairing her.

The "Ocean Queen" was subsequently taken to the ship yard, and the bruised materials cleared away; visited her almost every day, and find that it was absolutely necessary to take up the whole forecastle deck across, and using the original butts, some of which were as far aft as the deck-house; abaft the foremast, take out one beam, all the fore and aft carlins back to the forehatch, upper breasthook, and part of the one between-decks, 4 streaks of ceiling, from the fore-hatch on the larboard side around to the butts on the starboard side; water-ways spurketing streak same distance; plank shear and rails to the stem larboard side; 5 stancheons; 5 frames bulwarks, and 20 streaks of plank, some of them running back, using the original butts to the fore-channels; 4 knighthead timbers; 4 filling timbers chock between the frames; head and cheek knees on both sides; trail and head boards; 6 londges or string and 4 wood h'g knees; both cat heads, windlass, bitts, and deckplates for same with all the knees for the bitts; iron work stays, and about the bows new hawse pipes; hawse pieces and fittings about the pipes, both lead and iron knighthead chocks and hook over the bowsprit, and entire new topgallant forecastle, with everything pertaining thereto, and iron key rails from the gangway to be set down squared up, and part of the monkey rail and bulwark on both sides were broken and strained, to be new, and the ship to be entirely recalked from the copper up with both upper and louber decks, and the ceiling between decks, which is badly shaken and seems slack, to be recalked as far aft as the main hatch and lower deck; thick work to be recalked fore and aft, and ship scraped and painted as before, decks payed, &c.; and also the following hawsers and rigging, which have been broken up, chafed, and damaged by the contact and by out and in the cargo, and cut up for lashings, stage rope, &c., to be replaced with new, viz.:

1 Hemp tow rope, 60 fathoms, 11 inch.
1 " hawser, 75 " 9 "
1 Manilla " 75 " 4 "
4 Coils Manilla, 3½, 3¼, 3 and 2½.

1 Coil seizing-stuff; 1 coil spun yarn, for refitting rigging about the bowsprit, and other necessary purposes.

We have valued the old hawsers, which are very much broken and badly chafed, and unfit for any other use than mooring ship at the wharf, with such of the old falls, stage ropes, &c., as are broken, at fifty dollars; and advised Captain Matthews to keep them, at that price, for the use of the ship, and that amount charged to her, and credited to the average.

The larboard lower anchor is broken in both arms and bent towards the shank, so that it is no longer fit for use, and must be replaced with new, if one can be had in this place; if not, a temporary anchor purchased for use until she arrives at Liverpool, or when one can be procured, such an one as is proper for her permanent

use. This anchor we have valued at ten dollars, and believe that it is as much as could be got for it here, as there is no possible means of repairing it. We now know of several which have been lying about here for several years, and cannot be sold at any price. We have regularly and daily attended to the repairing of this ship during its progress and until its completion, and know that nothing has been done than was rendered absolutely necessary in consequence of the damage which she received in the contact with the "Crescent City." It was at first supposed that it would be necessary to put the ship in the Dry Dock to examine her bottom, but when she was discharged, she lighted up, so that 6 or 8 inches of the upper edge of the copper could be seen all around, and as it shows perfectly fair and none of the nails started, we feel satisfied that her bottom is in good order, and that it would be useless waste of time and money to dock her; and we hereby certify that she is now well repaired, sound, stanch, and strong, well found and in good condition for the safe transportation of dry cargo to any part of the world.

We hereby certify, that we surveyed the cargo of cotton landed from the ship "Ocean Queen" from time to time as it was discharged, and found it entirely free from any damage except such as naturally arises to the bagging and rope in stowing, breaking out, and handling and finally, on the 20th Dec., 1852, held finishing survey on the whole cargo, in the Press and yards where it was stored, and finding the bagging and ropes so much torn and broken by breaking out and handling, that it will be absolutely necessary to repair and repress nearly the whole cargo, and that two thousand five hundred and forty-eight bales were alternately necessarily repressed and repaired. I hereby certify, that the above is a true copy of the Register of this office, this 24th inst., 1854.

Attest: R. L. ROBERTSON, Jr.

May Term, 1854. Stated Sessions, Thursday, May 18th, 1854. The Court met at 10 A. M. Present, Hon. Theo. H. McCaleb.

CHARLES HILL ET AL., Owners of Ship "OCEAN QUEEN," *v.* The Steam Towboat "STAR." } In Admiralty. No. 6824.

Final Decree of Court.

The Court having heretofore pronounced its judgment on the merits of this cause, and the Admiralty Commissioner, to whom the question of damages was referred, having reported an account of the damage sustained by the Ship "Ocean Queen," in conformity to the principles laid down in said judgment, and due notice thereof having been served on the parties in interest, on motion of E. A. Bradford, Esq., Proctor for the libellants, it is ordered by the Court that said

Report be approved and confirmed, and judgment entered accordingly, with interest, however, on the whole amount from the 10th day of January, 1853.

And now, considering the premises, and the law and the evidence adduced, and it appearing of record that the Steam Towboat "Star," on which the libellants had a special lien and privilege for the reparation of the damages by them sustained, was released from seizure herein on a bond or admiralty stipulation, executed on the 16th of November, 1852, by Thomas A. Snow and Oliver Palmes, Managers of the Ocean Towboat Company, and by Oliver Palmes, individually, as surety, jointly and severally, whereby the said principals and surety, their heirs, executors, and administrators bound themselves jointly and severally to pay the amount of judgment awarded in this Court to the libellants, or in any Appellate Court to which the process herein may be returnable.

It is ordered, adjudged, and decreed, that there be judgment in favor of the said libellants, owners of the Ship "Ocean Queen," and against Thomas A. Snow and Oliver Palmes, Managers of the "Ocean Towboat Company of New Orleans," and also against Oliver Palmes individually, jointly and severally, according to the tenor of said bond or admiralty stipulation, for the full sum of nineteen thousand four hundred and sixty-five 79-100 dollars, $19,465 79 damages, with 5 per cent. interest thereon, from the tenth day of January, A.D. 1853, till paid, and costs of suit to be taxed by the clerk.

And it is further ordered and adjudged that the libellant's claim against the Steamship "Crescent City" be dismissed.

U. S. District Court, Eastern District of Louisiana.

U. S. Mail Steamship Co.,
Owner of Steamship "Crescent City,"
v.
Steam Towboat "Star."
} In Admiralty. No. 6826.

Admiralty Commissioner's Report of Damages sustained by "Crescent City."

Presented and filed July 13th, 1854.

To the Hon. Theodore H. McCaleb, Judge of the District Court of the United States for the Eastern District of Louisiana.

The undersigned Commissioner in Admiralty, on evidence quite recently introduced before him, is now able to report as he does in the accompanying schedule, marked "C. C.," an account of the damage sustained by the Steamship "Crescent City," in consequence of her collision on the 6th November, 1852, with the Ship "Ocean Queen," at the time in tow of the Steamboat "Star," in-

cluding in his account, as directed by the judgment of the Court, the actual cost of the repairs and the loss sustained by detention, $910 12.

With this Report are also submitted the Testimony of Jas. R. Jennings and the Detailed Bill of Repairs, &c., referred to herein, which were duly submitted to and examined by the proctor of the Towboat "Star."

Respectfully submitted to your Honor, by

ROBT. M. LUSHER,
Admiralty Commissioner.

United States District Court, Eastern District of Louisiana.

U. S. Mail Steamship Co., Owner of Steamship "Crescent City," v. Steam Towboat "Star," &c. } In Admiralty. No. 6826.

Schedule "C. C."

Account of Damages sustained by "Crescent City," and recoverable of "Star."

1. Repairs.

Salter, Hyde and Mackie's Bill, Material, Lumber, &c., ...	$179 12	
Carpentry and Caulker's Work, &c., . .	416 00	
		$595 12

2. Incidental Expenses.

Port Warden's Survey of Vessel, &c., . . .	15 00
	$610 12
Expenses of Detention for Repairs, one day, . .	300 00
Total Damages recoverable of Towboat "Star," .	$910 12

With 5 per cent. interest thereon from the 12th day of November, 1852, till paid.

ROBT. M. LUSHER,
Admiralty Commissioner.

July 13th, 1854.

United States District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP CO. v. Towboat "STAR," &c. } In Admiralty. No. 6826.

Testimony for Libellants of J. R. Jennings, before Admiralty Commissioner, July 12th, 1854. Filed in Court, July 13th, 1854.

James R. Jennings, a witness for the owners of the Steamship "Crescent City," having been duly sworn, deposes:

Examined by W. H. Hunt.

I am the Agent of the United States Mail Steamship Company, and was so in November, 1852, at the time of the collision herein. The Steamship "Crescent City" was owned by said Company at that time and is now.

The accompanying bill, amounting to $595 12, is a correct statement of the repairs made on her and by me paid to Salter, Hyde and Mackie, in consequence of her collision with the Towboat "Star" and Ship "Ocean Queen." I am well acquainted with the signature of H. K. Davenport, who was then Master of the Steamship "Crescent City." The signature to said bill is his true and genuine signature, and is there made in approval of said bill of repairs, as is customary. These repairs were made as soon as practicable after the arrival of the steamship, and made also under the direction of the Port Wardens of this City, who, for their survey of the ship were paid $15 for their services, as set forth in the statement hereto annexed and marked "D."

In consequence of the collision herein, the "Crescent City" was detained for repairs one day beyond her usual stay at this port; that is, she was to leave on the 11th November 1852, at 8 A. M. according to her contract with the Government, and she did not and could not get off until the morning of the 12th, at 8 A. M. The "Crescent City" was a regular Mail steamship, and under contract with the Government to transport the mails between New Orleans, Havanna, and New York. She was liable to damages for non-performance of this contract.

The average expenses of the Steamship "Crescent City" per month, were between $12 and $15,000. This includes fuel and provisions; while the vessel is in port, no fuel is consumed, and no provisions, except for the officers and crew.

Judging from the expenses of the steamship while in port, ordinarily incurred, I should say that the expenses of the "Crescent City" during her detention from 11th to 12th November, 1852, were about $300. This is the amount of expense actually incurred and paid out: no anticipated profits are included in it.

Cross-examined by John Finney, Esq. for "Star."

The repairs herein made were, I know, made wholly and entirely

in consequence of the collision. I ordered that the damages done to the vessel should be repaired, and this is the bill rendered for the repairs accordingly made.

$300 per day is the ordinary estimate of the expenses of the steamship while in port. It includes the wages of officers and crew, provisions, &c.

Re-examined.

The vessel was put in dock on her arrival in New York, after the collision, December, 1852, and overhauled to see what further repairs were necessary. This I learned from my correspondence.

JAMES R. JENNINGS.

Sworn to and subscribed at New Orleans, this 12th day of July, 1854, before

ROBERT M. LUSHER,
Admiralty Commissioner, &c.

Bill of Repairs referred to in Testimony of J. R. Jennings, before Admiralty Commissioner, July 12th, 1854.

Steamship "Crescent City" and owners,

To Salter, Hyde & Mackie, Dr.

To 96¾ days' work for Carp'g, 2 Caulkers, at	$2 75		$266 00
" 24 night do. . . .	" 5 00		120 00
"742 feet Oak Plank, . .	" 5		37 10
"164 lbs. Spikes, . . .	" 10		16 40
" 86 lbs. Spun Oakum, . .	" 18		15 48
"488 feet Pine Plank, . .	" 3		14 64
" 60 Oak Wedge, . . .	" 10		6 00
" 21 cubic feet Oak Timber for stem,	" 40		10 50
" 5 lbs. Composition Nails, .	" 30		1 50
"250 Pluges, . . .	" 1		2 50
"300 lbs. Both, . . .	" 15		45 00
" 2 roots Knees, . . .	" 5 00		10 00
" Coal Chisel, . .	"		3 00
" 20 lbs. Iron Wedge, . .	" 20	"	4 00
" Pitch and Mops, . .	.	.	5 00
" ferriage and transportation lumber, .	.	.	8 00
" attendance, ...	.	.	30 00
	Amount,		$595 12

New Orleans, November 12th, 1852, received payment.

SALTER, HYDE & MACKIE.
H. K. DAVENPORT.

Statement "D."

Referred to in Testimony of J. R. Jennings, before the Admiralty Commissioner, July 12th, 1854.

Statement of expenses incurred by Steamship "Crescent City," consequence of collision with Towboat "Star" and her tow.

November 12. To Cash paid Salter, Hyde & Mackie for carpenter and repairs, . . .	$595 12
" 29. Do. Portwardens for Survey, . . .	15 00
	$610 12
Expenses of one day during which the ship was detained in port for repairs, ...	300 00
	$910 12

May Term pending. In Vacation. In Chambers. In Admiralty. Present: Hon. Theo. H. McCaleb. New Orleans, July 27th, 1854.

Final Decree of Court.

U. S. MAIL STEAMSHIP CO., owner of Steamship "CRESCENT CITY," *v.* Steam Towboat "STAR," and Ship "OCEAN QUEEN." } No. 6826.

The Court having heretofore pronounced its judgment on the merits of this case, and the Admiralty Commissioner having, in conformity to the principles laid down in said judgment, reported an account of the damage sustained by the Steamship "Crescent City," and the said report having, after due notice thereof to the parties in interest, been certified to his Honor in Chambers, and thereupon examined and approved by the order thereon endorsed, and returned into and now of record in the Clerk's Office, made the basis of the final decree of the Court herein.

Now, considering the premises, and the law, and the evidence adduced, and it appearing of record that the Steam Towboat "Star," on which the libellants, owners of the Steamship "Crescent City," had a special lien and privilege for the reparation of the damages by them sustained, was released from seizure herein, on a bond or Admiralty stipulation, executed on the 18th November, 1852, by the "Ocean Towboat Company," through its managers, as principals, and Oliver Palmes, Thomas A. Snow, John McLean, and George Glidden, of New Orleans, as securities, and binding them, jointly and severally, and also their heirs, executors, and administrators or assigns, for the payment of such judgment as should be awarded against them in this cause: it is ordered, adjudged, and decreed, that be judgment in favor of the United States Mail Steamship Company, libellants, and against the Ocean Towboat Company, and the sureties aforenamed, according to the tenor of the said bond or Admiralty stipulation, for the full sum of nine hundred and ten dollars and twelve cents damages, with per cent. interest thereon, from the 12th day of November, 1852, till paid, and with costs of suit to be taxed by the Clerk.

And it is further ordered, adjudged, and decreed, that the libel-

lants' claim against the Ship "Ocean Queen" be dismissed with costs.

Decree.

OCEAN TOWBOAT CO.
v.
Steamship "CRESCENT CITY," &c. } No. 6828.

And considering the premises, it is further and finally ordered, adjudged, and decreed, that the libel and demand of the "Ocean Towboat Company" against the Steamship "Crescent City" be and it is hereby dismissed with costs.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and Others, owners of Ship "OCEAN QUEEN,"
v.
Steam Towboat "STAR," &c. } In Admiralty. No. 6824.

The Ocean Towboat Company, Respondents and Claimants.

Petition of Appeal.

Filed May 25th, 1854.

The said respondents and claimants, the Ocean Towboat Company and Oliver Palmes, the security on the Admiralty bond or stipulation, herein given by the said claimants for the release of said towboat, her tackle, apparel, and furniture, conceiving themselves aggrieved by the final decree, entered on the 18th day of May instant, in the above-entitled cause, do hereby appeal therefrom to the next Circuit Court of the United States, to be held in and the said district, and that a transcript of the record and proceedings in the cause, duly authenticated, may be sent to the said Circuit Court.

BENJAMIN & FINNEY,
Proctors.

May Term, 1854. Stated Sessions. Thursday, May 25th, 1854. The Court met at 10 A.M. Present: Hon. Theo. H. McCaleb.

CHARLES HILL and Others, owners of Ship "OCEAN QUEEN,"
v.
The Steam Towboat "STAR." } In Admiralty. No. 6824.

Order of Appeal.

On motion of Messrs. Benjamin and Finney, Proctors for the respondents herein, namely, the "Ocean Towboat Company," and Oliver Palmes, security on the Admiralty Bond on stipulation herein given by the said Company, for the release of the *release of the* Towboat "Star," her tackle, apparel and furniture, and on showing the

Court that they are desirous to appeal from the final decree herein rendered against them on the 18th day of May instant, and that they have this day filed their petition for an appeal from said decree:

It is ordered by the Court, that said respondents and claimants, and Oliver Palmes, have and be allowed an appeal to operate as a supersedeas, from said final decree, returnable to the next Term of the Circuit Court of the United States in and for the Fifth Circuit and Eastern District of Louisiana, on the said respondents and claimants, and Oliver Palmes, individually, giving bond in favor of the libellants, in the sum of twenty-eight thousand dollars, with good and solvent security, and conditioned as the law requires.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL et al., *v.* Steam Towboat "STAR." } In Admiralty. No. 6824.

Appeal Bond of $28,000.

Filed May 25th, 1854.

Know all men by these presents, that we, the "Ocean Towboat Company," owner of the Steam Towboat "Star," herein represented by Thomas A. Snow and Oliver Palmes, of New Orleans, Managers thereof, and Oliver Palmes individually, as principals, and George Glidden, of the City of New Orleans, as surety, are held and firmly bound unto Charles A. Hill and others, owners of the ship "Ocean Queen," libellants, in the sum of twenty-eight thousand ($28,000) dollars, to be paid to the said Charles A. Hill and others, their executors, administrators, or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Dated this twenty-fifth day of May, in the year eighteen hundred and fifty-four.

Whereas, the above-bounden "Ocean Towboat Company" and Oliver Palmes have appealed to the Circuit Court of the United States for the Eastern District of Louisiana, from a decree of the District Court of the United States for the said District, bearing date the eighteenth day of May instant, in a cause in which the said Charles A. Hill and others were libellants, and the said "Ocean Towboat Company" was claimant and respondent, and the said Oliver Palmes, security. Now, therefore, the condition of this obligation is such, that if the above-named appellants, the "Ocean Towboat Company" and Oliver Palmes, shall prosecute their appeal with effect, and pay all such damages, costs and expenses as shall be awarded against them, as such appellants therein, then this obligation to be void, otherwise to remain in full force and effect.

Sealed and delivered in presence of Ocean Towboat Co.,
pr. PALMES & SNOW, [SEAL.]
JNO. FINNEY,
Managers.
OLIVER PALMES. [SEAL.]
GEO. GLIDDEN. [SEAL.]

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and others, owners of Ship "OCEAN QUEEN,"
v.
The Steamship "CRESCENT CITY," and the Towboat "STAR." } In Admiralty. No. 6824.

Petition of Appeal.

Filed June 8th, 1854.

The said libellants, viz., Charles Hill, who resides at Boston, State of Massachusetts, and Moses Davenport, Henry Shoof, and John Osgood, who reside at Newburyport, in said Massachusetts, owners of the Ship "Ocean Queen," conceiving themselves aggrieved by the final decree entered herein on the 18th May last (1854), dismissing their claim against the Steamship "Crescent City," do hereby appeal therefrom to the next Circuit Court of the United States, to be held in and for the said District, and pray that a transcript of the record and proceeding in the cause, duly authenticated, may be sent to the said Circuit Court.

HUNTON & BRADFORD,
Proctors.

May Term, 1854. Stated Sessions. Thursday, June 8th, 1854.
The Court met at 10 A. M. Present, Hon. T. H. McCaleb.

CHARLES HILL and others, owners of Ship "OCEAN QUEEN,"
v.
The Steamship "CRESCENT CITY," and Towboat "STAR." } In Admiralty.

Order of Appeal.

On motion of Messrs. Hunton and Bradford, Proctors for the libellants, and on their showing to the Court that said libellants are desirous to appeal from the final decree herein rendered on the 18th day of May last, hereby their claim against the Steamship "Crescent City" is dismissed, and that they have this day filed their petition for such an appeal. It is ordered by the Court, that said libellants have and be allowed an appeal from said final decree, returnable to

the Circuit Court of United States in and for the Eastern District of Louisiana, at the next Term of said Circuit Court, to be held in and for said Circuit, on the said libellants giving bond in favor of the "U. S. Mail Steamship Company," a body corporate under the laws of the State of New York, claimants and respondents herein, in the sum of three hundred dollars, with good and solvent security, and conditioned as the law directs.

U. S. District Court, Eastern District of Louisiana.

CHARLES HILL and others, owners of Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty. No. 6824.

Appeal Bond of $300.

Filed June 8th, 1854.

Know all men by these presents, that we, Charles Hill, of Boston, and Moses Davenport, Henry Shoof, and John Osgood, of Newburyport, Massachusetts, owners of the Ship "Ocean Queen," herein appearing by J. P. Whitney and Co., of New Orleans, their Agents *pro hac vice*, as principals, and A. Converse, of New Orleans, as surety, are held and firmly bound unto the "U. S. Mail Steamship Company," of New York, owners of the Steamship "Crescent City," in the full sum of three hundred dollars ($300), to be paid to the said owners of the Steamship "Crescent City," their administrators or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Dated at New Orleans, this eighth day of June, eighteen hundred and fifty-four.

Whereas, the above-bounden Charles Hill and others, libellants, have appealed to the Circuit Court of the United States, for this District, from a Decree of the said District Court of the United States for this District, bearing date the 18th day of May, A. D. 1854, and dismissing the claim of the said libellants against the said Steamship "Crescent City," in the above-entitled cause: Now, therefore, the condition of this obligation is such, that if the above-named appellants shall prosecute their appeal with effect, and pay all such costs and expenses as shall be awarded against them as such appellants therein, then this obligation to be void—otherwise to remain in full force and effect.

CHARLES HILL, [SEAL.]
And others, by
J. P. WHITNEY & CO., [SEAL.]
A. CONVERSE. [SEAL.]

Sealed and delivered in presence of
CHARLES A. TAYLOR.

United States District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP COMPANY,
v.
OCEAN TOWBOAT CO., owner of Towboat "STAR." } In Admiralty. No. 6826.

Petition of Appeal by "Ocean Towboat Co."

Filed August 7th, 1854.

The "Ocean Towboat Company," respondents and claimants herein, conceiving themselves aggrieved by the final decree herein rendered in the above-entitled cause, on the 27th day of July last, do hereby appeal therefrom to the next Circuit Court of the United States, to be held in and for the said District—and they pray that this appeal may be allowed, and that a transcript of the record, duly authenticated, may be sent to the said Circuit Court, that said appeal may operate as a suspensive appeal, and for general equitable relief and costs of suit.

BENJAMIN & FINNEY,
Proctors.

May Term pending. Special Sessions. In Chambers. In Admiralty. Present: Hon. Th. H. McCaleb.

NEW ORLEANS, Monday, August 21st, 1854.

U. S. MAIL STEAMSHIP CO., owner of Steamship "CRESCENT CITY,"
v.
Steam Towboat "STAR," &c. } No. 6826.

Order of Appeal.

The "Ocean Towboat Company," claimants of the Towboat "Star," and respondents herein, having on the 7th August instant, within the time prescribed by the rules of Court, filed their petition praying for an appeal from the final decree rendered against them in this cause, on the 27th July ultimo, and therewith an Appeal Bond in the sum of $1500, with J. P. Whitney and Co., of New Orleans, as sureties thereon, and the said petition having, in conformity to the rules of Court, been certified to the Judge at Chambers, and the Court having thereupon taken cognizance of the same, and this day returned to the Clerk's Office its order thereon, granting the prayer of said petition:

It is now accordingly ordered by the Court, that the "Ocean Towboat Company," claimants and respondents as aforesaid, have

and be allowed an appeal from said final decree of this Court, returnable to the next Term of the Circuit Court of the United States, for this District, and that to this end such further proceedings be had, as the law requires.

U. S. District Court, Eastern District of Louisiana.

U. S. MAIL STEAMSHIP COMPANY, *v.* OCEAN TOWBOAT CO. } In Admiralty. No. 6826.

Appeal Bond of $1500 00.

Filed August 7th, 1854.

Know all men by these presents, that we, the Ocean Towboat Company, owners of the Steam Towboat "Star," herein represented by Thomas A. Snow and Oliver Palmes of New Orleans, managers thereof, and Oliver Palmes, individually, as principals, and J. P. Whitney & Co., of New Orleans, as sureties, are held and firmly bound unto the United States Mail Steamship Company, owner of the Steamship "Crescent City," libellants, in the sum of ($1500 00), fifteen hundred dollars, to be paid to the said United States Mail Steamship Company, its administrators or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Dated this seventh day of August, in the year eighteen hundred and fifty-four.

Whereas, in a certain cause instituted in said Court, entitled the "United States Mail Steamship Company" (owner of the Steamship "Crescent City,") *v.* the "Ocean Towboat Company," owner of the Steam Towboat "Star," &c., No. 6826 of the docket, the said Ocean Towboat Company, claimants, have petitioned for an appeal from the final decree of said Court bearing date the 27th of July, 1854, said appeal returnable to the next term of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana,

Now, therefore, the condition of the above obligation is such, that if the said Ocean Towboat Co., claimants, shall prosecute their said appeal with effect, and pay such damages, costs and expenses, as shall be awarded against them as appellants therein, then the said obligation to be void; otherwise to remain in full force, virtue and effect.

OCEAN TOWBOAT COMPANY,
Per O. PALMES & SNOW, [L. S.]
OLIVER PALMES. [L. S.]
Per J. P. WHITNEY & CO.,
A. CONVERSE. [L. S.]

United States District Court, Eastern District of Louisiana.

OCEAN TOWBOAT COMPANY,
v.
Steamship "CRESCENT CITY." } In Admiralty. No. 6828.

Petition of Appeal by libellants.

Filed August 7th, 1854.

The above-named libellants, conceiving themselves aggrieved by the final decree herein rendered on the 27th day of July, 1854, do hereby appeal therefrom to the next Circuit Court of the United States to be held in and for the said District, and they pray that this their appeal may be allowed, that it may operate as a suspensive appeal, and that a transcript of the record and proceedings in the cause, duly authenticated, may be sent to the said Circuit Court.

BENJAMIN & FINNEY,
Proctors.

May Term pending. Special Sessions. In Chambers. In Admiralty. Present, Hon. T. H. McCaleb.

NEW ORLEANS, Monday, August 21st, 1854.

OCEAN TOWBOAT CO.
v.
Steamship CRESCENT CITY, &c. } No. 6828.

Order of Appeal.

The libellants herein having on the 7th August, instant, within the time prescribed by the rules of Court, filed their petition praying for an appeal from the final decree rendered against them in this cause on the 27th July, ultimo, and therewith an Appeal Bond in the sum of $300 00, with J. P. Whitney & Co., of New Orleans, as sureties thereon, and the Court sitting in Chambers having thereupon taken cognizance of the same, and returned this day to the Clerk's office its order thereon granting the prayer of the said petition,

It is now, accordingly, ordered by the Court that the "Ocean Towboat Co.," libellants as aforesaid, have and be allowed an appeal from said final decree of this Court, returnable to the next Term of the Circuit Court of the United States for this District, and that to this end such further proceeding be had as the law requires.

United States District Court, Eastern District of Louisiana.

OCEAN TOWBOAT CO.
v.
Steamship "CRESCENT CITY," &c. } In Admiralty. No. 6828.

Appeal Bond of $300 00.

Filed August 7th, 1854.

United States of America, Eastern District of Louisiana, United States District Court, City of New Orleans.

Know all men by these presents, that we, the "Ocean Towboat

Company," of New Orleans, herein represented by Thomas A. Snow and Oliver Palmes of New Orleans, managers thereof, as principals, and J. P. Whitney & Co., also of New Orleans, as surety, are held and firmly bound unto the "United States Mail Steamship Company," of New York, owner of the Steamship "Crescent City," in the full sum of three hundred dollars, to be paid to the said Company, its adminstrators or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and by us signed and delivered, at New Orleans, this seventh day of August, A. D. 1854.

Whereas, in a certain cause instituted in said Court, and entitled the "Ocean Towboat Company *v.* the Steamship Crescent City, &c., No. 6828 of the docket," the said Ocean Towboat Company, libellants, had petitioned for an appeal from the final decree of said Court, bearing date the 27th of July, 1854, said appeal returnable to the next term of the Circuit Court of the United States, for the 5th Circuit and Eastern District of Louisiana,

Now, therefore, the condition of the above obligation is such, that if the said Ocean Towboat Company, libellants, shall prosecute their said appeal with effect, and pay such costs and expenses as shall be awarded against them as appellants therein, then the said obligation to be void, otherwise to remain in full force, virtue, and effect.

OCEAN TOWBOAT CO. [SEAL.]
Per PALMES & SNOW,
OLIVER PALMES. [SEAL.]
Per J. P. WHITNEY & CO.,
A. CONVERSE. [SEAL.]

Finis.

United States of America, Eastern District of Louisiana.

United States District Court, City of New Orleans.

I, N. R. Jennings, Clerk of said Court, hereby certify that the foregoing 274 pages of manuscript, together with the map or diagram inserted between pages and , contain and form a true, faithful, correct, and complete transcript of all the pleadings, process, proceedings, documents, and other matters on file, deeds of record in said Court in three certain causes in Admiralty, cumulated from the like cause of action, and consolidated by consent, and entitled respectively,

6824: Charles Hill and al., owners of Steamship "Ocean Queen," *versus* Steamship "Crescent City" and Towboat "Star."

6826: U. S. Mail Steamship Company *v.* Towboat "Star" and Ship "Ocean Queen;" and

6828: Ocean Towboat Company *v.* Steamship "Crescent City;"

originally entered as Nos. 6824, 6826, and 6828, of the several docket of said Court.

In testimony whereof, I hereunto set my hand and affix the seal of said Court, at New Orleans, this seventh day of November, A. D. 1854, and 79th year of American Independence.

[SEAL.]

N. R. JENNINGS,
Clerk.
By ROBERT M. LUSHER,
Deputy Clerk.

United States of America.

To the U. S. Mail Steamship Company of New York, owner of the Steamship "Crescent City," per James R. Jennings, Agent, New Orleans, greeting.

You are hereby cited and admonished to be and appear at a Circuit Court of the United States, to be holden at the City of New Orleans, on the first Monday of November next, pursuant to four several orders of appeal granted respectively on the 25th day of May, 8th of June, and 21st day of August, 1854, by the District Court of the United States, in and for the Eastern District of Louisiana, in 3 certain cumulated causes in Admiralty, entitled Charles Hill and others, owners of Ship "Ocean Queen" *v.* Steamship "Crescent City" and Towboat "Star;" U. S. Mail Steamship Company *v.* Towboat "Star" and Ship "Ocean Queen;" and Ocean Towboat Company *v.* Steamship "Crescent City;" Nos. 6824, 6826, 6828, wherein the said Ocean Towboat Company, as claimants and libellants, and the said Charles Hill and others, libellants, are appellants, and you are appellee, to show cause, if any there be, why the judgment rendered against the appellants, as in the said order of appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness hereto my hand, and the seal of said Court, at the City of New Orleans, this ninth day of September, A. D. 1854.

[SEAL.]

THEO. H. McCALEB,
Judge of U. S. District Court, Eastern District of Louisiana.

Attest,

ROBERT M. LUSHER,
Deputy Clerk.

Marshal's Return.

Received, September 9th, 1854, and on the 14th day of September, 1854, served the within citation of appeal on the U. S. Mail Steamship Company, owners of the Steamship "Crescent City," through their proctors, Wolfe and Singleton, by delivering a copy of the same to C. B. Singleton, a member of said firm of Wolfe and Singleton, and returned same day.

EMILE MARY,
Deputy Marshal.

U. S. CIRCUIT COURT.

Minutes: November Term, 1854.

NEW ORLEANS, Saturday, 18th Nov. 1854.

Court met pursuant to adjournment. Present, Hon. J. A Campbell, Presiding Judge. Absent, Hon. Theo. H. McCaleb, District Judge.

Continuance.

CHARLES HILL et al., owners of Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and Towboat "STAR." } No. 2391.

This cause was called for trial, and continued to the next term, on application of W. H. Hunt, Esq., on the ground of the absence of certain material testimony.

Minutes: April Term, 1855.

NEW ORLEANS, Thursday, 26th April, 1855.

Court met pursuant to adjournment. Present, Hon. S. A. Campbell, Presiding Judge. Absent, Hon. T. H. McCaleb, District Court Judge.

Argument and Continuance.

CHAS. HILL and others, owners of Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and Towboat "STAR." } No. 2391.

This cause was taken up for trial, and argued by E. A. Bradford, Esq., for Ship "Ocean Queen," by J. P. Benjamin, Esq., for Towboat "Star," and by W. H. Hunt, Esq., for Steamship "Crescent City," and thereupon continued until to-morrow at 10 o'clock A. M.

Minutes: April Term, A. D. 1854.

NEW ORLEANS, Friday, 27th April, 1854.

Court met pursuant to adjournment. Present, Hon. J. A. Campbell, Presiding Judge. Absent, Hon. T. H. McCaleb, District Judge.

Submission.

CHARLES HILL et al.,
Owners of Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and
Towboat "STAR."
} No. 2391.

This cause was resumed and argued by W. H. Hunt, J. P. Benjamin, and E. A. Bradford, Esq., Counsel for the respective parties, and submitted to the Court, and taken under advisement.

Agreement.

Filed 2d May, 1855.

United States Circuit Court.

HILL
v.
OCEAN TOWBOAT CO., and Steamship "CRESCENT CITY."

It is agreed that the several cases consolidated in the matter of the collision between the Towboat "Star" and her tow, and the Steamship "Crescent City," recently argued before his Honor Judge Campbell, may be decided by him in vacation, and that his decree when rendered shall be taken and considered, and entered on record, as if rendered during the present term of the Court.

BENJAMIN & FINNEY,
For Towboat Co.
HUNTON & BRADFORD,
For Libellants.
WILLIAM H. HUNT,
Proctor for Crescent City.

Deposition of Samuel A. Belden.

Filed 7th Nov. 1854, and opened by consent, 16th Nov., 1854.

District Court of the United States, holding sessions at New Orleans, in and for the Eastern District of Louisiana.

To any U. S. Commissioner, or Justice of the Peace in Washington City, District of Columbia:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, and duly examine on oath, touching and concerning certain matters and things in a case now depending in the said Court, wherein Charles Hill and others, owners of the Ship "Ocean Queen," are libellants, and the Steamship "Crescent City," together with the Towboat "Star," is libelled, and

her owners are respondents; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ, together with the interrogatories and cross-interrogatories hereto annexed. Witness, the Honorable Theo. H. McCaleb, Judge of the District of the United States, at the City of New Orleans, this thirteenth day of June, Anno Domini 1854, and the seventy-eighth year of the Independence of the United States of America.

[SEAL.] N. R. JENNINGS,
Clerk.

By ROBERT M. LUSHER,
Deputy Clerk.

Endorsed: Should the witness be absent from Washington, it is agreed that the within commission may be executed by any U. S. Commissioner elsewhere.

BENJAMIN & FINNEY.

NEW ORLEANS, June 16th, 1854.

Interrogatories.

United States District Court.

CHARLES HILL et al.
v.
Steamship "CRESCENT CITY" and
Towboat "STAR."

Interrogatories to be propounded to Samuel A. Belden, a witness for the Steamship Crescent City, in the above cause:

1. What is your occupation, and where do you reside?

2. Were you a passenger on board the Steamship Crescent City, on the night of the 5th November, 1852, when a collision occurred in the Mississippi River, between that steamship and a vessel in tow of the Towboat Star? If so, where were you at the time of the collision, and what part of the same did you witness?

3. Did you observe the position of the vessels at the time of the collision, or immediately thereafter? If so, what was their position? Were they nearer to the eastern or the western bank of the river? State fully.

4. Did any circumstances cause you to examine the position of the Crescent City, and her distance from the eastern bank of the river, immediately after the accident? If so, what were those circumstances, and what was the distance of the steamship from the bank?

5. Do you know any circumstance or fact as to which you have not been particularly interrogated, which would aid the cause of the Crescent City in this suit? If so, what do you know? State fully.

WILLIAM H. HUNT,
Proctor for Crescent City.

No cross-interrogatories on the part of the libellants.

HUNTON & BRADFORD,
Proctors for libellants.

Cross-interrogatories to be answered by Samuel A. Belden, a witness for the Crescent City:

1. Where were you at the moment of collision? How long had you occupied that position? Had you been asleep that night before the collision? If yea, did you wake before the collision or afterwards? If before, how long before? How far were the Crescent City and the towboat apart when you first saw the towboat.

BENJAMIN & FINNEY.

Deposition of Samuel A. Belden.

United States of America, District of Columbia.

Be it remembered, that on the twenty-sixth day of July, in the year one thousand eight hundred and fifty-four, I, Charles De Selding, a Commissioner, duly appointed for the District of Columbia, under and by virtue of the Acts of Congress, entitled, "An Act for the more convenient taking of affidavits and bail in civil causes, depending in the Courts of the United States," passed February 12th, 1812; and the Acts of Congress, entitled, "An Act, in addition to an act, entitled, 'An Act for the more convenient taking of affidavit and bail in civil causes, depending in the Courts of the United States,'" passed March 1st, 1817; and an act, entitled, "An Act to establish the Judicial Courts of the United States," passed September 24th, 1789, did call and cause to be, and personally appear at my office, in the City of Washington, in the District of Columbia aforesaid, Samuel A. Belden, of the City of Brownsville, State of Texas, but at present sojourning in the City of Washington aforesaid, by virtue of a commission, dated June 13th, 1854, and interrogatories hereto annexed, issued by the Honorable Theodore H. McCaleb, Judge of the District Court of the United States, at the City of New Orleans, to testify, and the truth to say, on the part and behalf of the defendant, in a certain suit or matter of controversy, now depending and undetermined in the District Court aforesaid, wherein Charles Hill and others, owners of the Ship "Ocean Queen," are libellants, and the Steamship "Crescent City," together with the Towboat "Star," is libelled, and her owners are respondents.

And the said Samuel A. Belden, being about the age of forty-five years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter in controversy aforesaid, I did carefully examine the said Samuel A. Belden, and he did thereupon depose, testify, and say as follows, viz.:

To the first interrogatory, he sayeth:

1st inter. I am a merchant, and reside at the City of Brownsville, State of Texas.

To the second interrogatory, he sayeth:

2d inter. I was a passenger on board the Steamship Crescent City, at the time specified in the interrogatory propounded. I occupied a state-room in the lower cabin. Was in my berth at the moment of the collision.

To the third interrogatory, he sayeth:

3d inter. I did observe the position of the vessels a few minutes after the collision. The steamer was in the bend, close to or touching the eastern bank, blowing off steam. The towboat, with her tow, had drifted further down the river, a few hundred yards, as near as I could observe, it being a pretty dark night. The tow was outside of the Steamer Crescent City, and nigher the centre of the river.

To the fourth interrogatory, he sayeth:

4th inter. Answered in the preceding interrogatory.

To the fifth interrogatory, he sayeth:

5th inter. I shall state, in addition, that my impressions were, from the position of the Steamer Crescent City when I got on deck, that the tow had forced her into the eastern bank of the river; and this impression was confirmed by others—officers and passengers—who were on deck sooner than I was, as it was probably ten minutes or more after the collision before I could get on deck—being very lame from an attack of rheumatism. The steamer had a large hole stove in her bow. The damage of the tow I could not ascertain.

(Signed) SAMUEL A. BELDEN.

And, to the cross-interrogatory, the said Samuel A. Belden sayeth as follows, viz.:

Cross-interrogatory. I was in my berth at the time of the collision. I had been in that position for some hours. I had been and was asleep at the time of collision, from which I awoke immediately. I had been awake at intervals through the night. I judged it was from one to two o'clock, A.M., when the collision took place. The Steamer Crescent City and the tow was some hundred yards apart, as nigh as I could judge, when I first got on deck.

(Signed) SAMUEL A. BELDEN,

United States of America, District of Columbia.

I, Charles De Selding, commissioner as aforesaid, under and by virtue of the several Acts of Congress in each case made and provided, do hereby certify, that the reason for taking the foregoing deposition is, and the fact is, that the said witness resides more than one hundred miles from the place where said cause is to be tried.

I further certify, that on the twenty-sixth day of July, A. D. 1854, I was attended (no person appearing for plaintiff or defendant), by the witness who was of sound mind and lawful age; and the witness, was by me first carefully examined, cautioned, and sworn to testify the whole truth; the deposition was thereupon reduced to writing in my presence; and after the same was carefully read to

the witness, he subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of sealing it up, and directing it with my own hand to the Court for which the same was taken, and depositing it in the post-office.

And I do further certify, that I am not of counsel nor attorney for either of the parties in deposition and caption named, nor in any way interested in the event of the cause. In testimony whereof, I have hereto set my hand and seal, on this twenty-sixth day of July, one thousand eight hundred and fifty-four, and the year of Independence of the United States the seventy-eighth.

[SEAL.]

(Signed) CHARLES DE SELDING,
United States Commissioner.

Bill of sale.

Filed 26th April, 1855.

Duplicate.

To all to whom these presents shall come, greeting:

Know ye, that I, Isaac Newton, of the City, County, and State of New York, owner of nine-tenths of the steamship or vessel called the Crescent City of New York, of the burthen of 1291 tons, or thereabouts, for and in consideration of the sum of fifty-thousand dollars, lawful money of the United States of America, to me in hand paid before the sealing and delivery of these presents, by J. P. Whitney & Co., a commercial firm of New Orleans, State of Louisiana, the receipt whereof I do hereby acknowledge, and am therewith fully satisfied, contented and paid, have bargained and sold, and by these presents, do bargain and sell, unto the said J. P. Whitney & Co., his executors, administrators and assigns, one-quarter of the said steamship or vessel, together with one-quarter the mast, bowsprit, sails, boat, anchors, cables, and all other necessaries thereunto appertaining and belonging; the certificate of the registry, of which said steamship or vessel is as follows, to wit: No. 285, permanent. In pursuance of an Act of the Congress of the United States of America, entitled "An Act concerning the registering and recording of ships or vessels," Charles Stoddard, of the City, County, and State of New York, having taken or subscribed the oath required by the said Act, and having sworn, that he, the said Charles Stoddard, Isaac Newton, and James M. Engle, of said place, are the owners of the ship or vessel called the "Crescent City" of New York, whereof Charles Stoddard is at present master, and is a citizen of the United States; and that the said ship or vessel was built at the city aforesaid, in the year 1848, as per register No. 246, issued at this port on 1st June, 1848, now cancelled property changed in part. And said register, having certified that the said ship or vessel has two decks and three masts, and that her length is two

hundred and thirty-three feet seven inches; her breadth, thirty-three feet eleven inches; her depth, twenty-two feet eight inches; and that she measures twelve hundred ninety-one tons; and that she is a steamship, has a round stern and a beller head. And the said Charles Stoddard, having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said Act, the said steamship has been duly registered at the port of New York. Given under our hands and seals at the port of New York, this first day of July, in the year one thousand eight hundred and forty-eight. To have and to hold the said one-quarter of said vessel, and appurtenances thereunto belonging, unto them, the said J. P. Whitney & Co., their executors, administrators, and assigns, to the sole and only proper use, benefit and behoof of them, the said J. P. Whitney & Co., their executors, administrators, and assigns, forever. And I, the said Isaac Newton, have, and by these presents, do promise, covenant, and agree, for myself, my heirs, executors, and administrators, to and with the said J. P. Whitney & Co., their heirs, executors, administrators, and assigns, to warrant and defend the said one-quarter of said vessel, and all the other before-mentioned appurtenances, against all and every person and persons whomsoever. In testimony whereof, I, the said Isaac Newton, have hereunto set my hand and seal, this first day of June, one thousand eight hundred and forty-eight. The original signed by I. Newton, this duplicate by power of attorney.

[SEAL.] ISAAC NEWTON.
pp. JOHN C. HEWITT.

Sealed and delivered in the presence of
[SEAL.] F. C. NILBULU.

City and County of New York. State of New York, *ss.*

On the first day of August, 1848, personally appeared before me, Isaac Newton, and acknowledged a bill of sale, of which this is a duplicate, to be his act and deed. Given under my hand and seal of office, this 22d day of September, 1848.

[SEAL.] JOHN C. NILBULU,
Notary Public.

Rules and Regulations of Pilots.

Rules and regulations for the government of Pilots, passed by the Board of Supervising Inspectors, October 29th, 1852, in compliance with the provisions of the 29th Section of the Act of Congress, entitled "An Act to amend an Act, entitled An Act to provide for the better security of the lives of passengers on board of vessels propelled in whole or in part by steam, and for other purposes," approved August 30th, 1852.

All pilots of steamers navigating seas, gulfs, lakes, bays, or rivers (except rivers emptying into the Gulf of Mexico or tributaries), when meeting or passing each other shall, as they approach each other, observe the following regulations:

Rule 1. The pilot of a descending vessel, if in a narrow river or channel, shall check her engine, using only so much steam as shall be necessary to keep her steerage, and if no signal be given, each shall pass to the right or on the larboard side of the other; but if this mode of passing shall be deemed unsafe by the pilot of either vessel, the pilot objecting to it shall give reasonable notice by a distinct and strong stroke of the bell, repeating the same, if necessary, at short but distinct intervals, which the other shall answer, as soon as heard, by a similar stroke of the bell, and they shall each pass to the left instead of right. But if a passage by each other is unsafe or impracticable, by reason of the narrowness of the channel, or from other causes, the pilot of the vessel first in such channel shall ring her bell rapidly, and the other, if not already in the channel, shall give way and let her pass; but if both are in the channel, the ascending vessel shall give way to the descending vessel, and no vessel shall be justified in coming into collision with another, if it be possible to avoid it.

Rule 2. Should the pilot of either vessel fail to make, or to answer the signals prescribed, or should a signal be answered erroneously, both vessels shall be immediately stopped. When a vessel is running in a fog, it shall be the duty of the pilot to cause a bell to be struck, or the steam-whistle to be sounded, every two minutes; this rule shall be observed by all pilots in all seas, gulfs, lakes, bays, and rivers.

All pilots of boats, navigating the rivers falling into the Gulf of Mexico and their tributaries shall observe the following rules, viz.:

Rule 3. When steamers are about to meet each other in narrow channels or in a fog, it shall be the duty of the pilot of the descending boat to keep the channel and check his engine, using only sufficient steam to give her steerage, until the following signals are given and answered: it shall be the duty of the pilot of the ascending boat, so soon as the other shall be in sight and hearing, to sound his bell once, if he shall wish to keep his boat to the right; and it shall be the duty of the pilot of the descending boat to answer the same promptly by one stroke of the bell; if not answered, the pilot of the ascending boat shall strike his bell again and again, at short intervals, until heard and answered by the pilot of the other boat. But if the pilot of the ascending boat should wish to keep his boat to the left, he shall strike his bell twice, and it shall be steered accordingly. The first signal shall be given by the pilot of the ascending boat, and it shall be the duty of the pilot of the other to answer promptly; but in case the pilot of the ascending boat does not make the signal in proper time, the pilot of the descending boat shall make the signal, and the other shall answer promptly.

Rule 4. If two boats, the one ascending and the other descending, are about to enter a narrow channel at the same time, the ascending boat shall be stopped below such channel until the descending boat shall have passed through it; but should two boats unavoidably meet in such channel, then it shall be the duty of the pilot on the ascending boat to make the signals prescribed in the third rule, and to lie as close to the side of the channel he may have selected as possible, and either stop the engines, or move them so as only to give the boat steerage, and the pilot of the ascending boat shall answer the signals as prescribed in the third rule, and shall cause the engines to be worked slowly until he shall have passed the ascending boat.

Rule 5. It shall not be lawful for an ascending boat to cross a channel when a descending boat is so near that it would be possible for a collision to ensue therefrom.

Rule 6. It shall not be lawful for any descending boat to run down any narrow chute, which is not the most usual and proper channel, unless such chutes are so short and straight that an ascending boat may be seen at all times, if in them; nor to descend any chute at night, unless when said chute is of a width nearly equal to the usual width of the river, or when said chute is the usual channel; and for all loss or damage which may occur by running down such chute, contrary to the provisions of this clause, the descending boat shall be liable.

Rule 7. The signals, by ringing bells, shall be observed by all steamers in meeting and passing each other, whether by night or day, or whether in a narrow or wide river.

SAMUEL HALL, DAVIS EMBREE,
CHAS. W. COPELAND, JOHN SHALLCROSS,
JAMES MAURY, BENJ. CRAWFORD,
P. H. SLUPMTLE, ALFRED GUTHRIE,
W. A. BIRD,
Supervising Inspectors of Steamboats.

Rules to be observed by Pilots in regard to Steamers' Lights, to prevent collision at night.

In addition to the rules and regulations for the government of pilots, passed by the board of Supervising Inspectors, October 29, 1852, the following, in regard to lights to prevent collisions at night, shall be observed by the pilots of steamers navigating seas, gulfs, lakes, bays, and rivers (excepting rivers emptying into the Gulf of Mexico and their tributaries).

Rule 8. Steamers' Lights, to prevent collision at night.

When under Weigh—A bright white light at the foremast head, on all steamers having foremasts, and upon the stem or flagstaff at the stem of all steamers not rigged for carrying sail. A green light on the starboard side. A red light on the port side.

When at Anchor—A bright white light, at least twenty feet above

the surface of the water. The lantern so constructed and placed as to show a good light all around the horizon.

1. The masthead or stem-light to be visible at a distance of at least five miles, in a clear dark night, and the lantern to be so constructed as to show a uniform and unbroken light over an arc of the horizon of 20 points of the compass, viz., from right ahead to two points abaft the beam on each side of the ship.

2. The colored side-lights to be visible at a distance of at least two miles in a clear dark night, and the lanterns to be so constructed as to show a uniform and unbroken light over an arc of the horizon of 10 points of the compass, viz., from right ahead to two points abaft the beam on their respective sides.

3. The side-lights to be moreover fitted with inboard screens of at least three feet long, to prevent them from being seen across the bow. The screens to be placed in a fore and aft line with the inner edge of the side-lights.

Diagram.

The following diagrams are intended to illustrate the workings of the above plan.

1st Situation.

[For diagram, see original.]

In this situation the steamer A will only see the red light of the vessel B in whichsoever of the three positions the latter may happen to be, because the green light will be hid from view. A will be assured that the larboard side of B is towards him, and that the latter is therefore crossing the bows of A, in some direction, to port. A will, therefore (if so close as to fear a collision), port his helm with confidence, and pass clear. On the other hand, the vessel B in either of the three positions, will see the red, green, and mast head lights of A, which will appear in a triangular form, by which the former will know that a steamer is approaching directly towards him; B will act accordingly. It is scarcely necessary to remark that the mast head or stem light will always be visible in every situation till abaft the beam.

2d Situation.

[For diagram, see original.]

Here A will see B's green light only, which will clearly indicate to the former that B is crossing to starboard. Again: A's three lights being visible to B, will apprize the latter that a steamer is steering directly towards him.

3d Situation.

[For diagram, see original.]

A and B will see each other's red light only; the screens preventing the green lights being seen. Both vessels are evidently passing to port.

4th Situation.

[For diagram, see original.]

Here a green light only will be visible to each; the screens preventing the red lights being seen. They are therefore passing to starboard.

5th Situation.

[For diagram, see original.]

This is a situation requiring caution; the red light in view to A, and green to B, will inform both, that they are approaching each other in an oblique direction. A should put his helm to port according to the standing rule mentioned in the next situation.

6th Situation.

[For diagram, see original.]

Here the two colored lights visible to each will indicate their direct approach towards each other. In this situation it ought to be a standing rule, that both should put their helms to port. This rule is already generally adopted; but it would add to safety, if it were made imperative: for it is evident that, without some rule of this kind, well understood and practised, it will be impossible to guard at all times against accidents in the situation of the two vessels here given.

The manner of fixing the colored lights should be particularly attended to. They will require to be fitted each with a screen of wood, or canvass, on the inboard side, in order to prevent both being seen at the same moment from any direction but that of a right-a-head.

This is important, for, without the screens, any plan of bowlights would be ineffectual as a means of indicating the direction of steering.

This will be readily understood by a reference to the preceding illustrations, where it will appear evident, that in any situation in which two vessels may approach each other in the dark, the colored lights will instantly indicate to both the relative course of each, that is, each will know whether the other is approaching directly or crossing the bows, either to starboard or port.

This intimation is all that is required to enable vessels to pass each other in the darkest night with almost equal safety as in broad day, and for the want of which so many lamentable accidents have occurred.

(It might prove of infinite service, combined with the above plan of lighting steamers, if all sailing vessels were provided with a green and red lantern, to be shown by hand on the starboard or port bow according to the side on which the vessel might be approaching.)

If at anchor, all vessels without distinction should exhibit a bright white light, at least 20 feet above the surface of the water.

Note.—Rule 7th, as well as rule 2d, is general, and to be observed by the pilots of all steamers.

SAMUEL HALL,
CHAS. W. COPELAND,
JAMES MURRAY,
P. H. SKIPWITH,
W. A. BIRD,
ALFRED GUTHRIE,
} Supervising Inspectors.

Opinion of the Court.

Received and filed 18th June, 1855.

CHARLES HILL et al., owners of the "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and Steam Towboat "STAR."

U. S. MAIL STEAMSHIP CO.
v.
OCEAN TOWBOAT CO. and OCEAN QUEEN.

OCEAN TOWBOAT CO.,
v.
MAIL STEAMSHIP COMPANY.

These three causes were cumulated by consent in the District Court, and a single decree there disposes of the claims of the respective parties.

In this Court, the decree has been argued upon its merits, and no question has been made of the correctness of the pleadings. Without therefore inquiring whether the parties could be joined, as has been done in the suit of the owners of the Ocean Queen, I shall adopt the course of the District Court, and render a judgment upon the respective rights and liabilities of all the parties.

The suits all arise from a collision between the Crescent City, an Ocean Steamer, ascending the River Mississippi, and the Towboat Star, descending, with the Ocean Queen attached to her larboard, and other vessels on the starboard or astern, by which the Ocean Queen was greatly damaged.

It occurred in a long reach of the river, where the navigation was safe and unobstructed, in a clear starlight night, when there was a light breeze, and after the vessels had been seen by their respective officers during a course of two miles or more. There was no external cause, no *vis major* to control the movements of the vessels. They were carried upon one another by the acts of their officers in the execution of their authority. It was not supposed on the argument that this was a case of accident.

The case of the Ocean Queen is, that she was bound to the Towboat Star, her helm was submitted to the control of its pilot, and her conduct and guidance to its commander, that her own officers are without blame, and in this condition she suffered damage by the acts of others, who were in fault.

Her argument is:—That, if the Towboat failed to employ care, skill and diligence, whereby their safety was involved, the owners of that vessel are responsible on their contract to convey her safely to the Balize. But if that vessel employed proper care and was without blame, and that the disaster is imputable to the faults in the navigation of the Crescent City, then she is liable for the wrong. And if both were to blame, both are responsible to her, and should be decreed to make indemnity.

And independent of any questions of the form of the proceedings, none of which have been raised on this record, but are explicitly waived, the accuracy of this argument cannot be denied.

The inquiry then will be, where that responsibility must fall?

The case of the Crescent City is, that she was ascending the Mississippi River along and near to the eastern shore, the usual track of vessels of her class, on such a voyage, and discovered the Towboat with her charge near to the same shore, which was not in the usual and proper course of descending vessels. That the Towboat did not leave sufficient room between the shore and the Ocean Queen for the Crescent City to pass in safety; that the Crescent City first slowed her engines, then put her bow to larboard to pass outside the tow, and in making this attempt the collision took place. She charges the Towboat and her charge, with the neglect of various proper measures of precaution, which will be noticed hereafter with particularity.

The counter allegations of the Towboat Company are:—That the Towboat was descending the river, about the middle of the stream, her proper track, that the Crescent City was ascending near the eastern shore, as was usual, and that suddenly she left the shore, ran across the river, and in that course came in contact with the Ocean Queen.

The point of controversy is, whether the Crescent City was justified by any circumstances, which appear in the evidence, in abandoning her course along the eastern shore?

We shall find that the Crescent City was entirely under the direction of the pilot, and that he dictated her movements from his view of the conditions in which she was placed. I shall cite his testimony at length, as it bears on this point. "When I first saw the light, it was about a point on my port bow. As I kept on, it drew directly ahead. I told the man at the helm to keep close in to the east bank, for that was our position. "As we approached the tow, I told him to slow the engines, remarking to him, that that was a tow ahead, either bound up, or at anchor." He did slow her. I remarked this to the man at the wheel, because she (Towboat) was so close in to

the eastern shore. The man said, "that he could not see any opening between the bank and the tow."

I then told him to put his helm to starboard and go outside of the tow, as I could see no opening between the tow and the bank to allow the Crescent City to pass with safety.

As soon as I saw it to be a tow coming down stream I ordered the engines to be stopped and to be backed, and they were stopped and backed from five to seven turns, &c. &c. &c.

He moreover says—"I am confident that when I first saw the Towboat and vessels they were not in the middle of the river, but were in the proper position for vessels bound up or at anchor."

I put my helm to starboard because I could see no opening, no chance for the Crescent City to pass between the tow and the eastern bank of the river.

Considering that the tow was a vessel bound up, or at anchor, from her proximity to the eastern shore, I took the outside, because it was my proper position. "If I could have seen between the bank and the tow, it would have been my position to hug the eastern shore up to the point."

This authoritative statement of the exact circumstances under which the Crescent City was directed, of the motives which dictated the orders, enables me to determine the questions arising on the validity of those orders with confidence.

The order to starboard the helm was not given under any sense of imminent danger, but to enable the Crescent City to avoid vessels supposed to be at anchor, or which were pursuing the same voyage as himself. That is, the order was given under a mistaken supposition of the conditions in which the Towboat and her charge were prosecuting their voyage, and as an ordinary and usual proceeding with such conditions. The officer of the Steamship, on duty (Mr. Renshaw), testifies: "I observed the light of a vessel directly ahead of the steamer, about a mile distant; from her position, she being also very near the east bank, I presumed the vessel must also be going up the river, that being the usual position of vessels going up stream."

Therefore, being engaged in other duties, I paid no further attention to her, until I heard the pilot direct the quarter-master, or man at the wheel, to slow her, and directly afterwards to put the helm a-starboard, both of which were done. Seeing then a collision was inevitable, &c. &c. &c.

The steersman corroborates the testimony of the pilot in the main, but he seems to suppose the order to starboard the helm was directed under a sense of peril. The passenger, Miller, heard the officer "ask the pilot, whether the vessel with the lights on it was coming down or going up, and the reply of the pilot, that he thought it was a towboat at anchor, because she was on the wrong side of the river to be coming down, but they would soon see, and to keep the engines slow."

The witnesses, Walker, Vredenberg and Miller, speak of the approach of the tow without uncertainty or hesitation, as having been apparent to them. The testimony of the watchman on look-out has not been taken, and nothing appears in the record to show that he was on the alert.

It is clear to me that there was mismanagement in the navigation of this vessel, and that this mismanagement was an important cause, in producing this collision. The Steamboat Star was approaching the steamship in a clear starlight night, her escapes of steam are described as sharp and loud, her lights were hoisted and visible. It is difficult to understand how the pilot of the Crescent City should have retained the impression from first to last that she was at anchor.

The Crescent City is a ponderous ocean steamer, of nearly 1300 tons burden; she was, when this disaster occurred, ascending a thoroughfare where vessels might be constantly expected. A flotilla was in view, and its direction was a subject of doubt with the pilot and chief officer. The chief officer takes this occasion to engage about other business of the vessel, leaving it to the pilot to "see" what was approaching. This pilot, without waiting to "see," gives an order founded upon an argument leading to the conclusion that the vessel must be at anchor, the execution of which throws his vessel upon the others, while they were wholly unprepared, and before they could take measures for their relief. I have no evidence of any aid rendered to the pilot, from the watchman or other person, charged with the duties of a look-out, during this time.

I have had occasion to notice since I have been a member of this Court, that a large number of the collisions between steamboats occur within a short period of a change in the watch. So many instances have occurred, that I feel constrained to believe that about that time vigilance is relaxed, and that the owners and masters of vessels require an admonition on that subject.

In the case of the Birkenhead, 3 W. Rob. 82, the steamer acted upon appearances which might reasonably have led to the supposition that a vessel under sail was lying at anchor, and the measures taken by the steamer were proper upon that supposition. But the Judge of the Admiralty pronounced against her upon the advice of the Trinity masters, because she should not have prosecuted her voyage, but should have eased or reversed her engines, until the fact was ascertained. The pilot here should have seen that the vessel was at anchor, and not to have argued to that conclusion. The James Watt, 2 W. Rob. 270; The Colin, 17 How. S. C. R.

The case of the Ohio, decided in this Court, disclosed a similar mistake, on the part of the pilot of the Towboat, as was committed in this case by the pilot of the Crescent City. He supposed the Ohio was ascending along the western instead of the eastern bank, and changed his course upon the false impression. Besides this mistake he failed to take the measures of safety which the legislative

authorities of the state had dictated to secure vessels like that under his charge from the consequences of such errors. When a claim for a loss was preferred by his employers, it was the opinion of the Court that these were circumstances important to be considered in ascertaining its validity.

To enable me to make a decree in this cause, it becomes necessary now to examine the allegations which affect the equipment and navigation of the Towboat Star during this voyage.

These allegations are, that the Ocean Queen did not bear a light at all, and those of the towboat were insufficient; that they were not in the usual and proper track of descending vessels, and had encroached on the track of the Crescent City.

That the towboat failed to comply with the requirements of the Statute of Louisiana of 1832, in reference to letting off steam, ringing of bells, and floating with the current.

And that the proper measures were not taken to avoid the collision. The evidence is satisfactory, that it is not usual for lights to be hoisted on the vessels in tow, and that the lights of the towboat were hoisted and visible to the officers of the Crescent City.

The evidence is very contradictory upon the position of the vessels before and at the time of the collision. I find much difficulty in reconciling the statements, but if the case depended upon that question alone, and there was no other objection to the conduct of the towboat, I should feel constrained, under the evidence, to give to that vessel the benefit of the presumption, that her pilot in descending the river followed the ordinary course of navigation, and was near the middle of the river.

But when we come to look to the equipment of the towboat at the time of the collision, and the management adopted upon her, there are grave objections to the indulgence of such favorable presumptions. The pilot of the Star says: "The steersman was on watch on the deck with me at the time of the collision; I was at the wheel at the time, on the starboard wheel; nobody else that I know of was on the upper deck at the time of the collision."

Thus when the appearance of danger was presented, the pilot was without the requisite assistance to adopt efficiently and energetically the conservatory measures required in his condition. If the vessels, by the influence of currents, or the inattention to the helm of the towboat, or the vessels in tow, had varied from their course, under the circumstances it might have escaped the pilot's observation. He says he was watching the course of the Crescent City, and saw enough to awaken concern when she was a mile and a half distant. If at this time he had fulfilled the mandate of the Legislature of Louisiana to the masters and pilots of steamboats, to shut off the steam, ring the bell, and permit the boat to float upon the current, it is clear that the doubts on the mind of the pilot of the Crescent City would have been removed, and this disaster to property and to regular commercial pursuits have been prevented.

The Act of the State Legislature is framed in the spirit of the rules prepared by the inspectors appointed under the Act of Congress of 1852, to protect the lives of passengers on steamboats. It is imperative in its terms, and this Court can lend no assistance to the commanders or pilots who have failed to comply with its requisitions when it was in full force. The rules of the inspectors place the burden upon the ascending boat, which the statute cast upon the boat descending. But the Act of 1832 was as operative when this collision occurred as the Act of Congress and the rules of the inspectors are now.

The principles of Courts of Admiralty in reference to collision cases, have assumed a distinct and precise shape. They look at all times to the conditions of the vessels,—that they shall display in the presence of danger a complement of efficient and capable officers and men, who are at their posts, and engaged upon their duties as connected with the guidance and management of the vessel.

That they shall be observant of established rules in all cases, except when circumstances arise to make a rule for the particular case.

My conclusion is, that there was a deficiency on both vessels of efficient officers who were attentive to the management and guidance of the vessels, and that on both there was a violation of rules of navigation pertinent to the conditions in which they were placed.

There is some embarrassment in the form of the decree to be rendered. Regarding the Towboat Company to be primarily liable to the owners of the "Ocean Queen" on their contract, I shall affirm the decree condemning that Company with cost.

I shall reverse the decree dismissing the libel against the Steamship Company, and charge that Company with the costs in that suit, incurred by the owners of the Ocean Queen.

It is referred to the commission of the Court (J. W. Gurley, or in case of his inability, R. M. Lusher) to state the entire damage arising from the collision, and to apportion it between the corporations according to the admiralty rule of apportionment when there has been mutual fault.

The parties aforesaid will each bear their own costs.

J. A. CAMPBELL,
Associate Justice, Supreme Court U. S.

Final Decree.

Circuit Court of the United States, Fifth Circuit and Eastern District of Louisiana.

April Term, A.D. 1855.

New Orleans, Monday, 18th June, 1855.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge.

Consolidated cases.

CHARLES HILL et als., owners of Ship "Ocean Queen,"
v.
Steamship "CRESCENT CITY" and Towboat "STAR."
U. S. MAIL STEAMSHIP Co., Claimants of Steamship "CRESCENT CITY," Cross Libellants, and OCEAN TOWBOAT Co., Claimants of Towboat "STAR," Cross Libellants,
v.
"CRESCENT CITY." } No. 2391.

The following decree was received from Hon. J. A. Campbell, presiding Judge, and ordered to be entered.

This cause came on to be heard at this term on the transcript of the record from the District Court of the United States for the Eastern District of Louisiana, and was argued by counsel. On consideration whereof, it is ordered and adjudged that the decree of the said Court be affirmed as against the Ocean Towboat Company, claimants of the Towboat Star. And this Court now proceeding to render such decree in the premises as the District Court should have rendered, doth order and adjudge that the libellants, Charles Hill et als., owners of the Ship Ocean Queen, do have and receive judgment against T. A. Snow and Oliver Palmes, managers of the Ocean Towboat Company of New Orleans, and against Oliver Palmes, the surety upon the stipulation in solido, for the sum of nineteen thousand four hundred and sixty-five dollars and seventy-nine cents ($19,465 79) damages, with interest thereon, at the rate of five per cent. per annum, from the 10th day of January, 1853, till paid, and cost of suit; and that the U. S. Mail Steamship Company, claimants of the Steamship Crescent City, do pay the costs incurred by the said libellants in their suit against said claimant. And it is further ordered that the cause be referred to J. W. Gurley, Commissioner, to state the entire damage arising from the collision, and to apportion it between the United States Mail Steamship Company, claimants of the Steamship Crescent City, and the Ocean Towboat Company, claimants of the Steam Towboat "Star," according to the admiralty rule of apportionment, when there has been mutual fault. And the said Companies will each bear their own cost.

Decree rendered 18th June, 1855.

Decree signed 20th June, 1855.

J. A. CAMPBELL,
Associate Justice of the Supreme Court of the United States.

Petition of Appeal of Ocean Towboat Co.

Filed 29th June, 1855.

To the honorable the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana.

The petition of A. Snow and Oliver Palmes, managers of the

Ocean Towboat Company, and of the said Oliver Palmes individually, humbly shows.

That they are advised there is error to their prejudice in a certain final decree in admiralty, rendered by this Honorable Court, on the 18th June, 1855, against these petitioners, in a certain cause, entitled Charles Hill et al. v. Steamship "Crescent City" and Towboat "Star," wherefore petitioners desire to appeal from said decree.

They therefore humbly pray, that on their giving bond with Gliddon, Marshall & Co., as sureties, in the sum of thirty-five thousand dollars, conditioned according to law, an appeal be granted to them, returnable at the next term of the Supreme Court of the United States, and that the same shall operate as a supersedeas, and petitioners will ever pray, &c.

BENJAMIN, BRADFORD & FINNEY.

Order.

Let the appeal be allowed as prayed for.

J. A. CAMPBELL,
Associate Justice of the Supreme Court of the United States.

WASHINGTON, July 9, 1855.

Bond for Appeal.

Filed 29th June, 1855.

CHARLES HILL ET AL., owners "OCEAN QUEEN." *v.* Steamship "CRESCENT CITY" and Towboat "STAR." — No. 2391.

Know all men by these presents: That we, T. A. Snow and Oliver Palmes, managers of the Ocean Towboat Company of New Orleans, and Oliver Palmes, individually, as principals, and Gliddon, Marshall & Co., of New Orleans, as sureties, are held and firmly bound unto Charles Hill, Moses Davenport, Henry Sharf, and John Osgood, owners of the Ship "Ocean Queen," in the full and just sum of thirty-five thousand dollars, to be paid to the said Hill, Davenport, Sharf, and Osgood, and to their certain attorney, executors, administrators, or assigns: to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this twenty-ninth day of June, in the year of our Lord one thousand eight hundred and fifty-five.

Whereas, lately at a Circuit Court of the United States, Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana, in a suit depending in said Circuit Court, wherein Charles Hill et al., owners of Ship "Ocean Queen," were libellants, and the Steamship "Crescent City" and Towboat "Star" were de-

fendants, judgment was rendered against the said Towboat "Star" and Oliver Palmes, defendants, and the said defendants have filed a petition of appeal from said judgment.

Now the condition of the above obligation is such, that if the said defendants shall prosecute said appeal to effect, and answer all damages and costs if they fail to make their appeal good, then the above obligation to be void, else to remain in full force and virtue.

[SEAL.] PALMES & SNOW,
[SEAL.] OLIVER PALMES,
[SEAL.] GLIDDEN, MARSHALL & CO.

Sealed and delivered in the presence of
J. W. GURLEY.

Petition for appeal of Charles Hill et al.

Filed 29th June, 1855.

CHARLES HILL and others, owners of "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and Towboat "STAR." } In Admiralty.

UNITED STATES MAIL STEAMSHIP CO.
v.
OCEAN TOWBOAT CO. and "OCEAN QUEEN." } In Admiralty.

OCEAN TOWBOAT CO.
v.
MAIL STEAMSHIP COMPANY. } In Admiralty.

To the Honorable the Circuit Court of the United States, for the 5th Circuit, Eastern District of Louisiana.

The said libellants, Charles Hill and others, conceiving themselves aggrieved by so much of the decree herein rendered on the 20th day of June, 1855, as exonerates and discharges the United States Mail Seamship Company, claimants of the Steamship "Crescent City," for liability to these libellants for the damages set forth in their libel, do appeal therefrom so far and so far only as the said claimants of the said Steamship "Crescent City" are concerned.

Wherefore, they pray that an appeal be allowed from said decree to the Supreme Court of the United States, and that citation issue against said claimants, and for all other proper proceedings, &c.

CHARLES HILL & OTHERS,
Owners of "Ocean Queen."
HUNTON & BRADFORD,
Proctors.

Order.

Let an appeal be allowed as prayed for; on libellants, Charles Hill et als. giving bond, conditioned according to law, in the penal sum of one thousand dollars, with J. P. Whitney & Co. as sureties thereon.

J. A. CAMPBELL,
Associate Justice of the Supreme Court of the United States.

WASHINGTON, 9 July, 1855.

Bond for Appeal.

Filed 29th June, 1855.

CHARLES HILL et als., owners of "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" et al. } No. 2391.

Know all men by these presents, that we, Charles Hill, Moses Davenport, Henry Shoof, and John Osgood, owners of the Ship "Ocean Queen," as principals, and J. P. Whitney & Co. as sureties, are held and firmly bound unto the United States Mail Steamship Company, owners of the Steamship "Crescent City," in the full and just sum of one thousand dollars, to be paid to the said United States Mail Steamship Company, their certain attorney, executors, administrators, or assigns: to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this 29th day of June, in the year of our Lord one thousand eight hundred and fifty-five.

Whereas lately at a Circuit Court of the United States, 5th Judicial Circuit, holding sessions in and for the Eastern District of Louisiana, in a suit depending in said Circuit Court, wherein Charles Hill et als., owners of the Ship Ocean Queen, were libellants, and the said U. S. Mail Steamship Co. et als. were respondents, judgment was rendered against the said U. S. Mail Steamship Co., defendants, and the said libellants have filed a petition of appeal from said decree.

Now the condition of the above obligation is such, that if the said libellants, Charles Hill and als. shall prosecute said appeal to effect, and answer all damages and cost, if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

R. B. SUMNER, [SEAL.]
For owners "Ocean Queen."

J. P. WHITNEY & CO., [SEAL.]
By R. B. SUMNER.

Sealed and delivered in the presence of J. W. GURLEY.

Petition for Appeal of United States Mail Steamship & Company.

Filed 30th June, 1855.

United Stated Circuit Court. Consolidated Cases.

CHARLES HILL et al.
v.
Steamship CRESCENT CITY & Towboat STAR.

UNITED STATES MAIL STEAMSHIP & CO., Claimants of Steamship CRESCENT CITY, Cross Libellants; and OCEAN TOWBOAT & CO., Claimants of Towboat STAR, Cross Libellants,
v.
Steamship CRESCENT CITY.

To the Honorable the Circuit Court of the United States, within and for the Fifth Circuit and Eastern District of Louisiana.

The petition of the United States Mail Steamship Company, cross libellants and claimants in the above consolidated causes, with respects shows:

That the petitioners are aggrieved by the judgment of the Court therein rendered, and are advised and believe there is error in the same.

Wherefore petitioners pray to be allowed to appeal from said judgment to the Supreme Court of the United States, and that such appeal operate as a supersedeas on giving bond conditioned according to law, with good and solvent sureties in the sum of dollars; and, as in duty, &c.

WILLIAM H. HUNT,
Proctor.

Order.

Let an appeal be allowed as prayed for, on appellants, the United States Mail Steamship Company, giving bond conditioned according to law, in the penal sum of ten thousand dollars, with T. Fisher and N. R. Jennings as sureties thereon. Washington, July 9, 1855.

J. A. CAMPBELL,
Associate Justice Supreme Court United States.

Bond for Appeal.

Filed 30th June, 1855.

CHARLES HILL et als., owners "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and Towboat "STAR." } No. 2891.

Know all men by these presents, that we, the United States Mail

Steamship Company, a body corporate under the laws of New York, through their agent, as principals, and Fisher and N. R. Jennings as sureties, are held and firmly bound unto Charles Hill, Moses Davenport, Henry Shouf, and John Osgood, owners of the ship "Ocean Queen," in the full and just sum of five hundred dollars, to be paid to the said Hill, Davenport, Shouf, and Osgood, their certain attorney, executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this thirtieth day of June, in the year of our Lord one thousand eight hundred and fifty-five.

Whereas lately at a Circuit Court of the United States, Fifth Judicial Circuit, holding Sessions in and for the Eastern District of Louisiana, in a suit depending in said Circuit Court, wherein Charles Hill et al., owners of Ship "Ocean Queen," were libellants, and the Towboat "Star" and Steamship "Crescent City," were defendants, judgment was rendered against the said United States Mail Steamship Company, claimants of the Steamship "Crescent City," for the costs incurred by the said libellants in their suit against said claimants, and the said defendants have filed a petition of appeal from said

Now, the condition of the above obligation is such, that if the said defendants shall prosecute said appeal to effect, and answer all damages and costs if they fail to make their appeal good, then the above obligation to be void, else to remain in full force and virtue.

J. FISCHER, [SEAL.]
N. R. JENNINGS. [SEAL.]
U. S. MAIL STEAMSHIP CO., [SEAL.]
By JENNINGS, LANGLAND & CO.,
Per G. C. LANGLAND.

Sealed and delivered in the presence of

J. W. GURLEY.

Agreement as to Citations of Appeal.

Filed 31st October, 1855.

CHARLES HILL et als., owners of Ship "OCEAN QUEEN,"
v.
Steamship "CRESCENT CITY" and Towboat "STAR."
} No. 2391.

On appeal of the Ocean Towboat Company, owners of Towboat "Star," and of Charles Hill et als., owners of Ship "Ocean Queen," and of the United States Mail Steamship Company, owners of the Steamship "Crescent City," from the decree of the United States